

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
UD PETITION

DO NOT WRITE IN THIS SPACE

Case No.

21-UD-302524

Date Filed

08-31-2022

INSTRUCTIONS: Unless e-Filed using the Agency's website, [www.nrb.gov](https://nrb.gov), submit an original of this Petition to an NLRB Office in the Region in which the employer concerned is located. The petition must be accompanied by a showing of interest (see 5b below). When filed with the NLRB, the petition must be accompanied by a showing of interest (see 5b below) that should not be served on any party.

1. PURPOSE OF THIS PETITION UD-DEAUTHORIZATION OF UNION SHOP AUTHORITY (REMOVAL OF OBLIGATION TO PAY DUES) - Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire to rescind the authority of such labor organization to require, under such agreement, that employees make certain lawful payments to that labor organization in order to retain their jobs. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.			
2a. Name of Employer MC LBMC Miller Children's & Women's Hosp LB		2b. Address(es) of Establishment(s) involved (Street and number, city, state, ZIP code) 2801 Atlantic Avenue Long Beach, CA 90806	
3a. Employer Representative - Name and Title Cinthya Rocha Dir, Labor Strategy/HR Ops		3b. Address (If same as 2b - state same) Same	
3c. Tel. No. 562-933-1169	3d. Cell No. NA	3e. Fax No. NA	3f. E-Mail Address crocha@memorialcare.org
4a. Type of Establishment (Factory, mine, wholesaler, etc.) Hospital		4b. Principal product or service HealthCare	
5a. Description of Unit Involved Included: All FT, Regular PT, Per Diem RNs employed by Medical Center, facilities 2801 Atlantic Ave includes outpatient Excluded: All other employees			5b. City and State where unit is located: Long Beach, CA
6. Number of Employees in Unit: 2000		6b. Do a substantial number (30% or more) of the employees in the unit desire to rescind the authority of the labor organization to require, under an agreement, that employees make certain lawful payments to that labor organization in order to retain their jobs: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7a. Name of Recognized or Certified Bargaining Agent (if none, so state) California Nurses Association		7b. Address 155 Grand Avenue Suite 100, Oakland, CA 94612	
7c. Tel. No. 510-273-2200	7d. Cell No. NA	7e. Fax No. 510-663-1625	7f. E-Mail Address losangeles@calnurses.org / website@calnurses.org
7g. Affiliation National Nurses Organizing Committee / AFL-CIO			
8. Date of Recognition or Certification 11/16/2001		9. Execution & Expiration Dates of Current or Most Recent Contract, if any (Month, Day, Year) June 24, 2022 to June 24, 2025	
10. Is there now a strike or picketing at the Employer's establishment(s) involved? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If so, approximately how many employees are participating? _____ (Name of labor organization) _____, has picketed the Employee since (Month, Day, Year) _____			
11. Organizations or individuals and those named in items 7 and 10, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5 above. (If none, so state) none			
11a. Name NA		11b. Address NA	11c. Tel. No. NA
			11d. Cell No. NA
		11e. Fax No. NA	11f. E-Mail Address NA
12. Election Details: If the NLRB conducts an election in this matter, state your position with respect to any such election. That every Registered Nurse covered by the CBA has the opportunity to vote			12a. Election Type: <input type="checkbox"/> Manual <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Mixed Manual/Mail
12b. Election Date(s): September 2022 over 3 days		12c. Election Time(s): Morn, Evening, Nights due to varied shifts	
		12d. Election Location(s): Memorialcare (MC) 2801 Atlantic Ave, LB	
13. Full Name of Petitioner (including local name and number if applicable) (b) (6), (b) (7)(C)		13a. Address (Street and number, city, state, ZIP code) (b) (6), (b) (7)(C)	
13b. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state) California Nurses Association			
13c. Tel. No. NA	13d. Cell No. (b) (6), (b) (7)(C)	13e. Fax No. NA	13f. E-Mail Address (b) (6), (b) (7)(C)
14. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.			
14a. Name and Title (b) (6), (b) (7)(C)		14b. Address (Street and number, city, state, ZIP code) (b) (6), (b) (7)(C)	
14c. Tel. No. NA	14d. Cell No. (b) (6), (b) (7)(C)	14e. Fax No. NA	14f. E-Mail Address (b) (6), (b) (7)(C)
I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.			
Name (Print) (b) (6), (b) (7)(C)		Title (b) (6), (b) (7)(C)	Date 08/31/2022

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Case Name: MemorialCare Long Beach Medical Center and Miller Children's & Women's Hospital Long Beach
Case No.: 21-UD-302524
Agent: [AGENT NAME AND TITLE]

CASEHANDLING LOG

[illegible]



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
US Court House, Spring Street
312 N Spring Street, 10th Floor
Los Angeles, CA 90012

Agency Website: www.nlr.gov
Telephone: (213)894-5200
Fax: (213)894-2778



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NLRB
Mobile App

September 1, 2022

Cinthya Rocha, Director, Labor
Strategy/HR Operations
MemorialCare Long Beach Medical
Center and Miller Children's &
Women's Hospital Long Beach
2801 Atlantic Avenue
Long Beach, CA 90805

Re: MemorialCare Long Beach Medical Center and
Miller Children's & Women's Hospital Long
Beach
Case 21-UD-302524

Dear Ms. Rocha:

Enclosed is a copy of a petition that (b) (6), (b) (7)(C) filed with the National Labor Relations Board (NLRB) seeking to rescind the authority of to require employees of MemorialCare Health System, d/b/a Long Beach Medical Center and Miller Children's & Women's Hospital Long Beach to make certain lawful payments to that union in order to keep their jobs. This letter tells you how to contact the Board agent who will be handling this matter, explains your right to be represented, requests that you provide certain information, and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Examiner LUCIA SHIN-DONNER whose telephone number is (213)634-6519. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Assistant to the Regional Director NATHAN M. SEIDMAN whose telephone number is (213)634-6518.

Immediately upon receipt of the petition, the NLRB conducts an impartial investigation to determine if the NLRB has jurisdiction, if the petition is properly filed, if there is a union security clause in the collective-bargaining agreement and if the showing of interest is adequate. If appropriate, the NLRB then attempts to schedule an election either by agreement of the parties or by directing an election based on the investigation of the Board agent. In rare instances, a hearing may be required.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any “inside knowledge” or favored relationship with the NLRB. Their knowledge regarding this matter was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Information Needed Now: To process the petition in this matter, we need certain information from you. Accordingly, please submit to the Board agent, as soon as possible, the following information:

- (a) The correct name of the Employer as stated in the Articles of Incorporation, Articles of Organization or Partnership Agreement;
- (b) A completed commerce questionnaire (form enclosed);
- (c) A copy of the existing collective-bargaining agreement, and any addenda or extensions, covering the employees in the unit described in the petition (the petitioned-for unit); and
- (d) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.
- (e) If you desire a formal check of the showing of interest, you must provide an alphabetized payroll list of employees in the petitioned-for unit, with their job classifications, for the payroll period immediately before the date of this petition. Such a payroll list should be submitted as early as possible prior to the hearing. Ordinarily a formal check of the showing of interest is not performed using the employee list submitted as part of the Statement of Position.

Voter List: If an election is held in this matter, the Employer must transmit to this office and to the other parties to the election, an alphabetized list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular telephone numbers) of eligible voters. Usually, the list must be furnished within 2 business days of the issuance of the Decision and Direction of Election or approval of an election agreement. I am advising you of this requirement now, so that you will have ample time to prepare this list. When feasible, the list must be electronically filed with the Region and served electronically on the other parties. To guard against potential abuse, this list may not be used for purposes other than the representation proceeding, NLRB proceedings arising from it or other related matters.

Information for Employees: The NLRB believes that employees should have information about their rights while a representation petition is pending; and employers and labor organizations should be apprised of their responsibilities to refrain from conduct which could interfere with employees' freedom of choice in an election. Accordingly, please immediately post the enclosed Notice to Employees (Form 5268) in conspicuous places in areas where employees in the petitioned-for unit work. Additional copies of the Notice to Employees are available for posting if you need them.

September 1, 2022

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlrb.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

Controlled Unclassified Information (CUI): This National Labor Relations Board (NLRB) proceeding may contain Controlled Unclassified Information (CUI). Subsequent information in this proceeding may also constitute CUI. National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

* * *

Information about the NLRB, the procedures we follow in representation cases, and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Nathan M. Seidman

Nathan M. Seidman

Acting Regional Director

Enclosures

1. Copy of Petition
2. Commerce Questionnaire
3. Notice to Employees (Form 5268)
4. Description of Voter List Requirement after Hearing in Certification and Decertification Cases (Form 5580)

NMS.hta

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 21-UD-302524
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1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
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4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7A. PRINCIPAL LOCATION:

7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES _____)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
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12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
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PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 21**



<p>MEMORIALCARE HEALTH SYSTEM, D/B/A LONG BEACH MEDICAL CENTER AND MILLER CHILDREN'S & WOMEN'S HOSPITAL LONG BEACH</p> <p style="text-align: center;">Employer</p> <p style="text-align: center;">and</p> <p>(b) (6), (b) (7)(C)</p> <p style="text-align: center;">Petitioner</p> <p style="text-align: center;">and</p> <p>CALLIFORNIA NURSES ASSOCIATION, NATIONAL NURSES ORGANIZING COMMITTEE/ AFL-CIO</p> <p style="text-align: center;">Union</p>	<p>Case 21-UD-302524</p>
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AFFIDAVIT OF SERVICE OF: Petition dated August 31, 2022

I depose and say that on **September 1, 2022**, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Cinthy Rocha, Director, Labor
Strategy/HR Operations
MemorialCare Long Beach Medical
Center and Miller Children's &
Women's Hospital Long Beach
2801 Atlantic Avenue
Long Beach, CA 90805

(b) (6), (b) (7)(C)

California Nurses Association, National
Nurses Organizing Committee/
AFL-CIO
155 Grand Avenue
Oakland, CA 94612

September 1, 2022

Date

Helen Alo, Designated Agent of NLRB

Name

/s/ *Helen Alo*

Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
DESCRIPTION OF VOTER LIST REQUIREMENT AFTER HEARING IN CERTIFICATION AND
DECERTIFICATION CASES

If an election is directed, the employer must provide the voter list. To be timely filed and served, the voter list must be *received* by the Regional Director and the parties named in the Decision and Direction of Election within 2 business days after the issuance of the Decision unless a longer period, based on extraordinary circumstances, is specified in the Decision and Direction of Election. A certificate of service on all parties must be filed with the Regional Director when the voter list is filed. The region will not serve the voter list.

List Contents - The list must include the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses and available home and personal cellular telephone numbers of all eligible voters). The Employer must also include in separate sections of that list the same information for those individuals the parties have agreed will be permitted to vote subject to challenge or those individuals who, according to the Decision and Direction of Election, will be permitted to vote subject to challenge.

List Format - The list must be in an electronic format approved by the General Counsel, unless the Employer certifies that it does not have the capacity to produce the list in the required format. Accordingly, unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word (.doc or .docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at: **[www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional_Forms_for_Voter_List.docx)**.

It may be appropriate for the Employer to produce multiple versions of the list where the data required is kept in separate databases or files so long as all of the lists link the information to the same employees, using the same names, in the same order and are provided within the allotted time. If the Employer provides multiple lists, the list used at the election will be the list containing the employees' names and addresses.

Filing of the List - The voter list must be filed electronically by submitting (E-Filing) it through the Agency's website (www.nlr.gov), unless the Employer provides a written statement explaining why electronic submission is not possible or feasible. The Employer must also electronically serve the list on the other parties. To file electronically, go to www.nlr.gov, click on *E-File Case Documents*, and follow the detailed instructions. The burden of establishing the timely filing and receipt of the list is on the sending party. If you have questions about the submission, please promptly contact the Board agent investigating the petition.

Service of the List - The list must be served on the parties named in the Decision and Direction of Election within 2 business days after issuance of the Decision, unless another date has been specified. A certificate of service on all parties must be filed with the Regional Director when the voter list is filed. The Employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

The parties are not allowed to use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
US Court House, Spring Street
312 N Spring Street, 10th Floor
Los Angeles, CA 90012

Agency Website: www.nlr.gov
Telephone: (213)894-5200
Fax: (213)894-2778



Download
NLRB
Mobile App

September 1, 2022

California Nurses Association, National
Nurses Organizing Committee/
AFL-CIO
155 Grand Avenue
Oakland, CA 94612

Re: MemorialCare Long Beach Medical Center and
Miller Children's & Women's Hospital Long
Beach
Case 21-UD-302524

Dear Sir or Madam:

Enclosed is a copy of a petition that (b) (6), (b) (7)(C) filed with the National Labor Relations Board (NLRB) seeking to rescind the authority of to require employees of MemorialCare Long Beach Medical Center and Miller Children's & Women's Hospital Long Beach to make certain lawful payments to that union in order to keep their jobs. This letter tells you how to contact the Board agent who will be handling this matter, explains your right to be represented, requests that you provide certain information, and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Examiner LUCIA SHIN-DONNER whose telephone number is (213)634-6519. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Assistant to the Regional Director NATHAN M. SEIDMAN whose telephone number is (213)634-6518.

Immediately upon receipt of the petition, the NLRB conducts an impartial investigation to determine if the NLRB has jurisdiction, if the petition is properly filed, if there is a union security clause in the collective-bargaining agreement and if the showing of interest is adequate. If appropriate, the NLRB then attempts to schedule an election either by agreement of the parties or by directing an election based on the investigation of the Board agent. In rare instances, a hearing may be required.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the NLRB. Their knowledge regarding this matter was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Requested Information: To process the petition in this matter, we need certain information from you. Accordingly, please submit to the Board agent, as soon as possible, the following information:

- (a) The correct name of the Union as stated in its constitution or bylaws;
- (b) A copy of the existing collective-bargaining agreement, and any addenda or extensions, covering the employees in the unit described in the petition (the petitioned-for unit); and
- (c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.

Information for Employees: The Board believes that employees should have readily available information about their rights and the proper conduct of employee representation elections. Accordingly, we have asked the Employer to post a Notice to Employees, Form NLRB 5268, which explains employees' basic rights under the National Labor Relations Act. If you would like a copy of that Notice, please let the Board agent know.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

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* * *

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MemorialCare Long Beach Medical Center - 3 -
and Miller Children's & Women's Hospital
Long Beach
Case 21-UD-302524

September 1, 2022

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Nathan M. Seidman

Nathan M. Seidman
Acting Regional Director

Enclosures

1. Copy of Petition
2. Description of Voter List Requirement after Hearing in Certification and Decertification Cases (Form 5580)

NMS.hta

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

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List Format - The list must be in an electronic format approved by the General Counsel, unless the Employer certifies that it does not have the capacity to produce the list in the required format. Accordingly, unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word (.doc or .docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at: **[www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional_Forms_for_Voter_List.docx)**.

It may be appropriate for the Employer to produce multiple versions of the list where the data required is kept in separate databases or files so long as all of the lists link the information to the same employees, using the same names, in the same order and are provided within the allotted time. If the Employer provides multiple lists, the list used at the election will be the list containing the employees' names and addresses.

Filing of the List - The voter list must be filed electronically by submitting (E-Filing) it through the Agency's website (www.nlrb.gov), unless the Employer provides a written statement explaining why electronic submission is not possible or feasible. The Employer must also electronically serve the list on the other parties. To file electronically, go to www.nlrb.gov, click on *E-File Case Documents*, and follow the detailed instructions. The burden of establishing the timely filing and receipt of the list is on the sending party. If you have questions about the submission, please promptly contact the Board agent investigating the petition.

Service of the List - The list must be served on the parties named in the Decision and Direction of Election within 2 business days after issuance of the Decision, unless another date has been specified. A certificate of service on all parties must be filed with the Regional Director when the voter list is filed. The Employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

The parties are not allowed to use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

.

From: Micah Berul <MBerul@CalNurses.Org>
Sent: Thursday, September 8, 2022 3:27 PM
To: Shin-Donner, Lucia
Subject: 21-UD-302524
Attachments: CNA-LBMMC CBA 2019-2022.pdf

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to nlrbirc@nrlb.gov.

Dear Lucia,

Following up on our telephone conversation, the Union requests that the Region check the petitioner's showing of interest in this case. And as you requested, please find a copy of the expired predecessor collective bargaining agreement. The Union and Employer have recently negotiated and executed a new collective bargaining agreement that has yet to be fully reduced to writing, but neither the description of the bargaining unit nor the language of the union security clause has changed from the attached predecessor CBA. The Union also requests that the Region check that the language in the UD petition concerning the unit covered by the petition is the same as the contractually defined unit.

Thanks,

Micah

Micah Berul

(pronouns: he/him/his)

Registered In-House Legal Counsel

California Nurses Association/NNU Legal Department

(510) 610-7791



www.NationalNursesUnited.org

[@NationalNurses](https://twitter.com/NationalNurses)

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

MemorialCare Health System, d/b/a Long Beach Medical
Center and Miller Children's & Women's Hospital Long
Beach

Employer

and

(b) (6), (b) (7)(C)

Case 21-UD-302524

Petitioner

and

California Nurses Association/National, Nurses
Organizing Committee/ AFL-CIO

Union

REPORT ON INVESTIGATION OF INTEREST

The undersigned agent of the National Labor Relations Board has investigated the evidence of representation submitted by the Petitioner and/or labor organization(s) claiming an interest in the above case. The statistical results of this investigation are set forth below.

1. The following organizations were requested in writing on the indicated dates to submit evidence of representation, if any, but have failed to do so. <i>If none, so state.</i>												
Name and Affiliation of Labor Organization			Date of Request									
None												
Mark either 2a or 2b, as applicable.												
2a.	<input checked="" type="checkbox"/>	Designation and payroll information pertaining to the unit claimed appropriate by the labor organization listed in the first column according to a <i>Complete</i> <u>X</u> <i>Spot</i> _____ check of the Employer's payroll for the period ending (Date) <u>8/31/2022</u> .										
2b.	<input type="checkbox"/>	Although requested, no payroll list submitted.										
Name of Union/Petitioner (Abbreviate)	Type of Unit Claimed Appropriate	# Employees in Unit	% of names in unit on payroll list among the timely designations submitted by Union/Petitioner OR % of employees in unit based on "No. of Employees in Unit" listed on the face of the petition. Indicate Category 1 (Less than 10%), Category 2 (10- 29.9%), or 3 (30% or above). <i>If interest is based on contract, so state.</i>									
A			<table border="1"><tr><td>Union A/Petitioner</td><td>Category</td><td></td></tr><tr><td colspan="3">Designations are current:</td></tr><tr><td>Yes</td><td><input type="checkbox"/></td><td>No</td></tr></table>	Union A/Petitioner	Category		Designations are current:			Yes	<input type="checkbox"/>	No
Union A/Petitioner	Category											
Designations are current:												
Yes	<input type="checkbox"/>	No										
B			<table border="1"><tr><td>Union B</td><td>Category</td><td></td></tr><tr><td colspan="3">Designations are current:</td></tr><tr><td>Yes</td><td><input type="checkbox"/></td><td>No</td></tr></table>	Union B	Category		Designations are current:			Yes	<input type="checkbox"/>	No
Union B	Category											
Designations are current:												
Yes	<input type="checkbox"/>	No										
C California Nurses Association/National, Nurses Organizing Committee/ AFL-CIO		1973	<table border="1"><tr><td>Union C</td><td>Category</td><td>3</td></tr><tr><td colspan="3">Designations are current:</td></tr><tr><td>Yes</td><td><input checked="" type="checkbox"/></td><td>No</td></tr></table>	Union C	Category	3	Designations are current:			Yes	<input checked="" type="checkbox"/>	No
Union C	Category	3										
Designations are current:												
Yes	<input checked="" type="checkbox"/>	No										
3. Unit(s), different from those set forth above, the Employer contends appropriate.												

Type of Unit Claimed Appropriate	# Employees in Unit	Union A	Union B	Union C
		Category:	Category:	Category:

Date: 9/21/2022 *Agent Name:* /s/ Nathan Seidman

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



AND



CALIFORNIA NURSES ASSOCIATION

December 23, 2019 – March 31, 2022

CNA-Glendale
225 West Broadway, Suite 500
Glendale, California 91204
(818) 240-1900
www.calnurses.org

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ARTICLE 1 AGREEMENT

This Agreement made and entered into as of December 23, 2019 is by and between MemorialCare Long Beach Medical Center and Miller Children's & Women's Hospital Long Beach hereinafter jointly referred to as the "Medical Center" and the California Nurses Association hereinafter referred to as the "Union" and/or "Association."

ARTICLE 2 RECOGNITION

A. Pursuant to the certification of the National Labor Relations Board in Case No. 21-RC-20399, the Medical Center recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time, Non-Benefit Per Diem and Resource registered nurses employed in the classifications listed in Appendix A and Appendix B, hereinafter referred to as "RNs", and employed by the Medical Center at its facilities located at 2801 Atlantic Ave., including outpatient facilities, as of the effective date of this Agreement, operating under the license of the Medical Center located at 2801 Atlantic Ave., Long Beach, California.

B. In accordance with Federal Labor Law, excluded from coverage under this Agreement are all other employees including, but not limited to, office clerical employees, Case Manager 1, Customer Relations Coordinators, Quality Coordinator, Infection Control Professionals, Residency Coordinators, Residency Coordinator-Pediatrics, Registered RNs employed at Transitional Rehabilitation Services, managerial employees, confidential employees including, but not limited, to Administrative RN Specialists, Nursing Data Analysts, and all other professional employees, guards and supervisors as defined in the National Labor Relations Act including, but not limited to, Senior Vice President, Vice President, Clinical Director, Administrative Director, Clinical Operations Manager, Clinical Operations Supervisor, Assistant Unit Manager, Executive Director, House Supervisor, Program Director, Program Manager, Shift Manager and Supervisor.

Disputes concerning the interpretation and application of this Article are not subject to the grievance and arbitration provisions of Article 9 and 10 and shall be resolved by the National Labor Relations Board.

ARTICLE 3 MANAGEMENT RIGHTS

A. Unless specifically addressed and controlled by this Agreement and subject to the laws and regulations governing the health care industry, patient care, nursing practice and other health care providers, the Medical Center has the right to manage and operate its business, including the Medical Center's management rights to determine, create, adopt and/or implement and to change, discontinue, alter, and/or modify in whole or in part, temporarily or permanently, any of the following:

1. The number, location, or types of programs, services, units, facilities and organizations.
2. The medical and patient care standards, methods and procedures.
3. The price of all products and services, the price of all purchases, and the corporate and financial structure of the Medical Center.

4. The technology, equipment and machinery.
5. The promotion and demotion of all supervisors or any employee to a supervisory position at the Medical Center, provided that the creation of new supervisory positions or assignments shall not displace bargaining unit employees or their work, except as has been agreed to by the Union.
6. The number and type of employees, including the number and type of employees assigned to any particular unit or shift.
7. The reasonable standards of performance, including whether any RN meets such standards, subject to just cause standards.
8. The need for and the fair administration of physical examinations, including drug screening, or background information or criminal record checks as they pertain to new, initial probationary, or inter-facility transfer employees.
9. The direction and supervision of all employees.
10. The policies, procedures, guidelines, standards and/or work rules for all employees.
11. The hiring of all employees.
12. The utilization of registry and traveling RNs.
13. The security of the employees, premises, facilities, and the property of the Medical Center.
14. The utilization of the Medical Center's premises, equipment, and facilities.
15. Maintain the current practice with respect to administering drug test(s) to employees.
16. The selection and retention or discontinuance of all vendors and their products and services, including the prices of such products and services.
17. The job classifications and the content and qualifications thereof.
18. The right to promote, reclassify, determine on-call and transfer, to maintain discipline and efficiency; to assign work assignments.
19. Determine additions or deletions to unit specific skill rosters, and the content of job descriptions.
20. The assignment of temporary relief by qualification and seniority on a rotational basis from unit assignments to other units or shifts when all other reasonable options have been exhausted.

21. The definitions of the starting and ending times of shifts, including the shifts' lengths and durations.

B. Any dispute arising regarding the exercise of any of the rights of the Medical Center enumerated, incorporated or otherwise covered by Section A above is not subject to the grievance and arbitration provision of this Agreement. The foregoing shall not preclude a Union grievance or arbitration contesting whether the Medical Center's actions or inactions are within the reserved rights of this Article.

ARTICLE 4 BARGAINING UNIT WORK

A. Bargaining Unit Work. It is the Medical Center's intent to employ RNs within the scope of their practice and/or licensure and assign the responsibilities of registered nurses. A RN may not refuse to work overtime if it would endanger patient care, for example, during an operation, delivery, or invasive procedure, or during community disaster. Nothing in this paragraph is intended to detract from safe patient care or diminish the Medical Center's obligation to comply with state and/or federal regulations governing registered nurse staffing.

B. In the event RNs are unavailable to cover patient care, and in order to ensure the Medical Center can meet patient care needs, the Medical Center may utilize qualified nursing management to perform work under classifications set out in this Agreement.

C. In the event the Medical Center makes any decision to subcontract out work currently performed by RNs covered by this Agreement, the Medical Center shall notify the Union and, upon request from the Union, bargain in good faith regarding the effects of such a decision on RNs. If no agreement is reached and the parties are at an impasse, the Medical Center may implement its last proposal.

D. The Medical Center agrees that during the term of this Agreement it will not challenge the bargaining unit status of any RN or job classification covered by this Agreement. The Medical Center further agrees that during the term of this Agreement it will not claim that any RN or job classification covered by this Agreement exercises supervisory authority within the meaning of Section 2(11) of the NLRA, or assign any RN such duties for the purpose of removing that RN from the bargaining unit. Finally, the Medical Center also agrees that during the term of the Agreement it will not challenge the Union's right to represent any RN in any job classification covered by this Agreement based on a claim that such RN is a supervisor within the meaning of the NLRA.

ARTICLE 5 CHANGE OF OWNERSHIP

A. In the event of a merger, sale, closure or other transfer of ownership of its operations in whole or in part, the Medical Center shall notify the Union in writing at least sixty (60) calendar days prior to any such RN being impacted by the transaction. If requested by the Medical Center, the Union shall agree to sign a Medical Center-provided nondisclosure agreement related to the transaction prior to the Medical Center being required to provide any details. The Medical Center shall meet at the Union's request to engage in good faith bargaining over the impact of such change.

B. The Medical Center shall not use the merger, sale, closure or other transfer of ownership to evade the terms of this Agreement.

ARTICLE 6 WORK DISRUPTION

A. The Medical Center and the Union acknowledge that the Medical Center differs in its operations from other non-healthcare industries because of the type of service it renders to the community and for humanitarian reasons. Therefore, during the term of this Agreement, including any continuation thereof, the parties agree to the conditions of this Article.

B. Neither the Union nor the RNs shall threaten to or participate in any strike, walkout, sickout, sympathy strike or other work stoppage (Work Stoppage), reduce the quantity or quality of the RNs' work for the Medical Center (Slowdown), or obstruct the work of others employed by the Medical Center, or obstruct the work of others not employed by the Medical Center but doing work for the Medical Center (Interference) during the life of this Agreement.

C. The Medical Center, for its part, agrees that there shall be no lockout of RNs during the term of this Agreement.

D. Disputes contending that there are violations of Sections B, C, and D of this Article shall not be subject to the grievance and arbitration provisions contained in Articles 9 and 10.

E. Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this Article, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently any of the following courses of action.

1. Submit such claim directly to an appropriate court and such claim may be submitted without regard to the arbitration provisions set forth herein. Each party hereby waives its right to remove any such action instituted to a Federal Court.

2. Submit such claim to arbitration as follows: The claim shall be filed orally with any one of the following arbitrators: Fred Horowitz, Mai Ling Bickner, Michael Prihar, Mark Burstein, or Michael Rappaport and the other party shall be notified orally. The arbitration hearing shall be held within eight (8) hours (or as soon thereafter as is possible) after filing of the claim. Continuance of said hearing shall be determined by the arbitrator. Absence from or nonparticipation at the hearing by any party shall not prevent the issuance of an award. Hearing procedures which will expedite the hearing may be ordered at the arbitrator's discretion and the arbitrator may close the hearing in his or her sole discretion when the arbitrator decides that he or she has heard sufficient evidence to satisfy issuance of an award. The arbitrator's award shall be rendered as expeditiously as possible and in no event later than twelve (12) hours after the close of the hearing. In the event the arbitrator finds that this Article has been violated, the arbitrator shall, as a part of his or her award, enjoin any continued or prospective violations of this Article, and further shall specifically order that all normal operations be resumed at once. The arbitrator is empowered to award damages for any violations of this Article. The award of the arbitrator shall be final and binding upon the parties. The award may be enforced in any appropriate court as soon as possible after its rendition with written notice to the party or parties against whom such enforcement is sought and each party hereby waives its right to remove any such action initiated in a State Court to the Federal Court. The fee of the arbitrator and all necessary expenses of the hearing, including a stenographic reporter if employed, shall be equally divided between the parties.

F. Any RN who participates in work stoppage that is found to be in violation of this Article may be subject to discipline up to termination and shall not have recourse to the grievance procedure.

G. Neither the Union nor its agents shall purchase billboard, bench, newspaper, TV, radio, magazine or other advertisements disparaging the Medical Center or its employees or management or services during the life of this Agreement.

H. Neither the Medical Center nor its agents shall purchase billboards, bench, newspaper, TV, radio, magazine or other advertisements disparaging the Union or its services or employees or management during the life of this Agreement.

I. The Union will not place or cause anyone to place the Medical Center or the Medical Center's products or services on any "We Do Not Patronize" or "Unfair" lists.

ARTICLE 7 NO DISCRIMINATION

There shall be no discrimination by the Medical Center or the Union of any kind against any RN on account of race, color, ancestry, political belief, sexual orientation or preference, religion, sex, marital status, national origin, age, physical or mental disability, medical condition, citizenship, pregnancy or membership in or activity on behalf of a labor organization as provided by law. Both parties are permitted to take all action necessary to comply with all applicable federal, state and local laws and regulations, including any new laws and regulations enacted during the term of this Agreement.

ARTICLE 8 DISCHARGE AND DISCIPLINE

The right to maintain discipline is vested exclusively with the Medical Center. A RN may only be disciplined or discharged for just cause. The Union shall be timely notified of all RN suspensions and discharges within two (2) days as defined in Article 9 below. The RN shall be notified whenever documented discipline is placed in their personnel file and will have access to their personnel file in accordance with California law.

A RN, upon his or her request, is entitled to have a Union representative present during an investigatory interview where the RN reasonably believes that such interview will result in disciplinary action.

Unpaid investigatory leave shall be no longer than the twenty-four (24) scheduled hours following the initial date of the investigatory suspension. All scheduled shifts thereafter shall be paid until conclusion of the investigation.

The discipline or discharge of a probationary RN may be done at any time during the initial probationary period at management's discretion. The Medical Center may extend the initial probationary period at its own discretion in lieu of termination. A RN who is on his or her initial probationary period who is disciplined or discharged shall not have access to the grievance procedure.

ARTICLE 9 GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute concerning the interpretation or application of a specific Article and Section of this Agreement. No grievance shall be considered under the grievance procedure unless it is presented as provided in this Article.

B. Days are calendar days.

C. The Union and the Medical Center recognize that the goal of the grievance procedure is to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. Prior to the filing of a formal grievance, the RN and his/her supervisor or manager shall attempt to engage in an interactive dialogue in an effort to informally resolve the matter, unless the RN's concern involves a formal discipline or it involves an allegation of harassment or discrimination by his/her supervisor/manager. Any resolution of concerns at this informal level shall not be precedent setting.

D. If the matter is not resolved by informal dialogue, a grievance shall be handled in accordance with the procedures set forth below. A grievant shall be entitled to Union representation at any meeting under this grievance procedure. All written responses by the Medical Center shall be addressed to the Union with copies to the grievant and to the designated RN Representative.

E. All grievances must be timely and properly filed within thirty (30) days of the date upon which the RN or the Union first became aware, or reasonably should have first become aware, of the events or circumstances which gave rise to the grievance. The grievance must: (a) identify the name of the aggrieved RN(s), or group of RNs (if identified by unit or group, the grievance must identify the names of at least two (2) aggrieved RNs); (b) identify the basic and general facts giving rise to the grievance; (c) identify the date(s) the alleged violation(s) occurred; (d) the specific Article(s) and Section(s) allegedly violated; (e) each specific remedy or correction that is being sought from the Medical Center; and (f) the date, time and a description of the attempted informal resolution that took place as required under Section C above. Grievances concerning terminated RNs disputing the grounds of their termination must be filed in the initial instance at Step 2. All other grievances must be filed at Step 1.

F. Nothing in this Agreement shall prevent a RN from resolving any problem consistent with this Agreement without the presence of a Union representative; however, any such resolution shall be non-precedent setting.

G. No RN shall be discriminated against and/or retaliated against for exercising their rights under this Agreement, including their right to resolve disputes under these procedures.

Step 1: The Union or RN initiates the grievance procedure by completing and delivering a grievance form to the Medical Center's Director, HR Employee/Labor Relations at LaborRelationsLBMMC@memorialcare.org.

The Medical Center shall schedule a meeting between the grievant, a Labor Representative and/or RN Representative, an applicable Nursing Director, Manager or immediate supervisor and a Human Resources Business partner to resolve the grievance, and such meeting shall take place within fourteen (14) days after the filing of the grievance. In scheduling the meeting, the Medical Center

will provide the Union at least three (3) different day and three (3) different time options for such meeting. The Human Resources Business Partner will respond in writing within fourteen (14) days of the meeting.

Step 2: If the grievance has not been resolved, the Union may move the grievance to Step 2 by submitting a written statement to the Medical Center's Director, HR Employee/Labor Relations at LaborRelationsLBMMC@memorialcare.org or designee within fourteen (14) days after receipt of the written response in Step 1. Grievances challenging a RN's termination shall be filed at Step 2 in accordance with the Section E. above.

The Medical Center shall schedule a meeting between the Labor Representative and/or RN Representative and the applicable Chief Nursing Officer and Director, HR Employee/Labor Relations or their designee(s) to resolve the grievance during the fourteen (14) day period following receipt of the written statement. In scheduling the meeting, the Medical Center will provide the Union at least three (3) different days and three (3) different time options for such meeting. The Director, HR Employee/Labor Relations or his/her designee will respond in writing within fourteen (14) days after the meeting.

H. Time is of the essence, but any time limits in this Article can be waived by the written mutual consent of the parties. A waiver of the time limitations by either the Medical Center or the Union in one or more instances shall not be considered by an arbitrator in determining arbitrability when raised by the either party.

ARTICLE 10 ARBITRATION

A. Grievances which are not settled pursuant to Article 9, Grievance Procedure, and which the Parties wish to pursue further, shall be submitted to arbitration as provided in this Article.

B. Requests for arbitration must be received by the Medical Center's Director, HR Employee/Labor Relations at LaborRelationsLBMMC@memorialcare.org, within thirty (30) days following receipt of the Step 2 response required under Article 9, Grievance Procedure.

If agreement is not reached at Step 2, the Union or the Medical Center shall, if at all, within thirty (30) days after Step 2, file the grievance for binding arbitration with and pursuant to the rules of the Federal Mediation and Conciliation Service with a copy of such demand to the other party. For selection of an arbitrator, the party filing for binding arbitration shall request a panel of seven (7) arbitrators. (Each of the arbitrators shall have a principal business address located within Los Angeles County or Orange County.) The Medical Center and the Union shall alternatively strike one name from the panel with the party filing for arbitration striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance. Prior to striking the panel, if the Medical Center or the Union finds the panel to be unacceptable, another panel may be requested. The jurisdiction of the arbitrator shall not exceed those subjects identified herein in the original Step 1 grievance document, including any timely amendments within the Step 1 filing deadline. As soon as possible and in no event later than twenty (20) days after the parties receive the panel of arbitrators the parties shall telephonically strike the panel.

C. Should the Union want RNs to be witnesses at any arbitration hearing, the Union shall provide the Medical Center at least two weeks' notice of any RN it wants released. The Medical Center may stagger the release of RNs so as to not interfere with operations.

D. The RN Representative will be granted reasonable time off without pay to attend such a hearing with as much advance notice of the meeting or hearing as is reasonably possible.

E. To avoid the cost of needless arbitrations, the fees and expenses of the arbitration (inclusive of the arbitrator and court reporter costs) will be borne by the losing party which the Arbitrator shall designate in his or her decision. The Arbitrator shall have the discretion to order the parties to divide, in the proportions he or she sees fit, the costs of the arbitration if there is no clear winner. Each party shall bear the expense of the presentation of its own case.

F. The arbitrator's authority shall be limited to interpreting the provisions of this Agreement and the arbitrator has no authority to add to, subtract from, or change the Agreement in any way. The arbitrator's decision will be final and binding upon all parties concerned.

G. Time is of the essence in the resolution of all grievances and arbitrations.

ARTICLE 11 ASSOCIATION MEMBERSHIP

A. Membership. During the term of this Agreement, and for no period beyond the term of this Agreement, as a condition of continued employment, RNs covered by this Agreement shall, within 31 days after hiring or the effective date of the Agreement or following 31 days after proper written notice from the Union, whichever is later, agree to join the Union or agree to pay the Union a service fee in an amount not to exceed the standard fee, periodic dues, and general assessment of the Union. However, any RN who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such RN may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Proof of such payments shall be made on a monthly basis to the Union as a condition of continued exemption from the requirement of financial support to the Union.

B. Dues Payment Deduction. The Medical Center shall deduct, for each RN who provides the Medical Center written authorization, Union dues. Those dues shall be deducted bi-weekly from the RN's pay checks, and the Medical Center shall remand those deducted dues to California Nurses Associations at 155 Grand Street, Oakland, CA 94612.

C. New Employee Notice. Within thirty (30) days after execution of this Agreement, and every ninety (90) days thereafter, the Medical Center will provide the Union with a database (in Excel or compatible format) master list of all employed RNs who are subject to the provisions of this Agreement, giving the names, addresses, telephone numbers, classifications, units, shifts, current wage rates, employment status, social security numbers (last four digits only) and dates of hire. On or before the tenth day of each month, subsequent to the establishment of the master list, the Medical Center will forward to the Union a database including the names, addresses, telephone numbers, classification, units, shifts, current wage rates, employment status, social security numbers (last four

digits only), and dates of hire of new hires and the names and units of RNs who have resigned or who have been terminated.

D. Maintenance of Membership. Upon notice from the Union and after counseling by the Union, a RN who, after the applicable timelines provided in Section A of this Article, fails or refuses to agree to join the Union or agree to pay the service fee shall be given 14 days written notice. If a RN does not join or agree to pay within the 14 days, the Union shall provide written notice to the Medical Center requiring the RN be removed from the next unpublished schedules until the RN joins or agrees to pay. The Union shall administer this provision in a nondiscriminatory manner, regardless of a RN's prior protected activities or union membership.

E. Indemnification. The Union shall indemnify and hold harmless the Medical Center and all persons acting on behalf of the Medical Center against any legal responsibilities, claims, demands or other forms of liability and costs whatsoever, including the cost for legal representation of the Medical Center or persons acting on behalf of the Medical Center, arising, directly or indirectly, from the Medical Center's compliance with this Article.

ARTICLE 12 BARGAINING UNIT INFORMATION

On a facility and departmental basis, the Medical Center shall supply an electronic database list of all RNs covered by the Agreement by name, address, telephone number, social security number (last 4 digits only), e-mail address, wage rate, seniority date, employment status, FTE count, job title, unit and shift to the designated Labor Representative or his/her designee no later than thirty-one (31) days after the ratification of this Agreement.

Thereafter, the Medical Center shall supply monthly the above information regarding hired and terminated RNs and RNs transferring into the bargaining unit during the preceding month and a master list quarterly.

The Union shall indemnify the Medical Center and all persons acting on behalf of the Medical Center against any legal responsibilities, pay money or otherwise, of any form whatsoever, including the costs of legal representation of the Medical Center or persons acting on behalf of the Medical Center, arising, directly, or indirectly from the Medical Center's compliance with these provisions.

ARTICLE 13 BULLETIN BOARDS

Provided the Medical Center maintains employee focused bulletin boards outside the cafeteria entrance, the Union shall also have a 24" x 36" bulletin board located outside the cafeteria entrance for posting official union business, but not Union or other Union campaign materials. If the Medical Center remodels the current cafeteria bulletin board area so as to no longer maintain employee focused bulletin boards, the Medical Center and the Union shall seek an alternative primary location. No material shall be posted on the cafeteria bulletin board until approved for posting and initialed by Executive Director of Human Resources. Posted material shall bear the date and identity of the Union. Any material posted by the Union in any location shall not be controversial, misleading, contain any deliberate misstatements, or violate any federal, state or county laws. In addition, the Union shall not post any notice which (1) involves a politician, political candidate, or political issue, or (2) disparages or demeans the Medical Center, its affiliates, or related entities or any individual.

ARTICLE 14 RN REPRESENTATIVES

A. The Union may appoint RNs to serve as RN Representatives. The Union shall notify the Medical Center in writing, pursuant to notice provisions of this Agreement, of the names of the RN Representative and the specific authority of the RN Representative to act on behalf of the Union. A separate written notification, listing all authorized RN Representatives, shall be provided anytime there is a substantive change in the name(s) or specific authority of any RN Representative(s). No RN Representative will be recognized for whom there is not a valid written authorization. The function of the RN Representative will be to handle grievances and to ascertain that the terms and conditions of the Agreement are observed. A RN Representative shall not conduct union business during his or her working time. A RN Representative shall not, in conducting union business, interfere with the working time of any other employee.

B. In the event the Medical Center schedules a meeting at which a RN Representative's presence is required, the RN Representative shall not lose pay as the result of attending such meeting.

C. There shall be no more than two Representatives (one RN Representative and/or one Labor Representative) in attendance at any grievance or representational or investigatory meeting, unless otherwise agreed to by the Medical Center in advance of the meeting. Notwithstanding this general restriction, upon advance notice and approval of Human Resources more than one Representative will be permitted for special circumstances including the introduction/orientation of a new Representative or for a meeting on an especially complex issue.

D. Conduct During Meetings: The Medical Center and the Union agree that all interactions during grievance, representational, and investigatory meetings shall be professional, respectful, efficient and productive.

E. Grievance and representational meetings shall not be conducted during working time, unless scheduled by the Medical Center. The Grievant and one RN Representative shall be paid at their straight-time base rate of pay for attending such meetings. This time shall not be considered as hours worked for overtime purposes.

F. A RN requesting representation for an investigatory meeting which could lead to discipline shall be given twenty-four (24) hours to procure a representative, however, the Medical Center may relieve such RN from duties and such time waiting for representation shall be unpaid.

G. Communication drop boxes that have been approved by the Medical Center may be maintained in lounges within each RN unit. The Union will provide all such boxes, and the Union shall reimburse the Medical Center for any installation and maintenance expenses.

H. Upon written request by the Union of at least twenty-one (21) days in advance of any requested release date, the Medical Center shall make best efforts to release up to seven (7) RNs for two (2) days of preparation in advance of negotiations scheduled by agreement between the Union and the Medical Center and any such actual scheduled negotiation days, provided that no more than one (1) RN from any one (1) Nursing Schedule shall be excused. Such written request shall include each RN's name and the date(s) the Union is requesting each RN be released. Upon receiving such a request, the Medical Center will make best efforts to release each RN from any work schedule that conflicts with the negotiating sessions. Any such release time shall not be treated as time worked for

the RN's compensation, benefits, or any other purpose. RN negotiators shall have the option to utilize PTO for any scheduled time released under this Article, and each negotiation day may count as one shift toward the RN's FTE commitment.

ARTICLE 15 ASSOCIATION VISITATION

Duly authorized staff representatives of the Union ("Labor Representative") shall have access, upon notice and advance prior specific approval from the Medical Center's Director, HR Employee/Labor Relations or his/her designee, to the Medical Center for purposes related to the administration of this Agreement. Such approval shall not be unreasonably withheld. Labor Representatives shall check in upon arrival with the Hospital's Director, HR Employee/Labor Relations or his/her designee. Such Labor Representatives shall not interfere with the work of employees or the confidentiality of patients, and shall comply with security rules and regulations applicable to visitors of the Medical Center. Labor Representatives shall not have unescorted access to any patient care areas of the Medical Center. If the Labor Representative wishes to meet a RN, such meeting shall be held before or after the RN's shift or on non-work time such as the RN's meal or rest period, in a non-working area and in a manner that does not disrupt or disturb others.

ARTICLE 16 PROFESSIONAL PRACTICE COMMITTEE

A. **Objectives.** The objectives of the Professional Practice Committee (PPC) shall be to consider constructively the professional practice of RNs including improvements related to the utilization of personnel, and to recommend ways and means to improve patient care and the health and safety of RNs. To that end, any issues or disputes that any PPC member or the Union may have with the Medical Center must first be addressed and all internal means fully exhausted, such as in-person meetings and/or formal written exchange, before taking any issue public or to an outside regulatory agency. For the purposes of this Article, the PPC and Union shall be deemed to have fully exhausted all internal means once the meetings or proceedings provided for below in Section C (1) have been completed, at which point the limitations on raising issues or disputes externally shall be lifted.

B. **Composition.** The Medical Center shall have a PPC composed of RNs appointed by the Union who are employed at the Medical Center and covered by this Agreement. The maximum number of PPC members shall be eighteen (18), which includes two (2) co-chairs, provided that there shall not be more than one PPC member from any one department that has less than seventy-five RNs and no more than two members from any department with over seventy-five RNs.

C. **Meetings.**

1. **Regular meetings:** The PPC shall schedule one (1) regular meeting per month and shall provide the Medical Center at least two (2) weeks advance notice of such meeting. Committee members shall be entitled to 3 hours pay/month at the RNs straight time rates for the purposes of attending such committee meeting or meetings, however such time shall not be considered hours worked (i.e., for purposes of overtime). Each PPC co-chair shall be entitled to 6 hours pay/month, however such time shall not be considered hours worked (i.e., for purposes of overtime). Such meetings shall be scheduled so as not to conflict with the work schedules of the RN members.

(a) The PPC may initiate concerns or suggested improvements with the Medical Center by first requesting a meeting with Department Management to resolve specific identified concerns or suggested improvements. The request for a meeting will be accompanied with a copy of the proposed agenda. A copy of these requests shall go to the Medical Center's Director, HR Employee/Labor Relations or his/her designee at LaborRelationsLBMMC@memorialcare.org. The parties shall meet within twenty-one (21) days of the meeting request and thereafter Department Management shall respond to the concerns or suggested improvements no later than fourteen (14) days. If no response is received or the matter is not resolved, the PPC may within fourteen (14) days advance the concern or suggested improvement to the Chief Nursing Officer(s).

(b) The PPC may request meetings with the Chief Nursing Officer(s) or his/her designee to discuss advanced concerns or suggestions. Any request for such meeting will be accompanied by a copy of the proposed agenda. A copy of these requests shall go to the Medical Center's Director, HR Employee/Labor Relations or his/her designee at LaborRelationsLBMMC@memorialcare.org. The parties shall meet within twenty-one (21) days of the meeting request. Following any such meeting the PPC may submit in writing recommendations or requests for improvements consistent with the objectives of the PPC to the Medical Center.

(c) The Medical Center shall respond to the PPC within fourteen (14) days in writing to any written recommendation or request for improvement. A copy of these recommendations or requests shall go to the Medical Center's Director, HR Employee/Labor Relations or his/her designee at LaborRelationsLBMMC@memorialcare.org.

(d) For issues not controlled by or asserting a violation of a specific provision of this Agreement, should the Medical Center's response not be acceptable to the PPC, the PPC can either respond in writing within fourteen (14) days and indicate its concerns, questions and/or propose alternate resolutions or may demand an expedited mediation. Within seven (7) days of the demand for mediation, the parties shall mutually agree upon a private mediator or request a panel of mediators (under the FMCS' rules for expedited arbitration) and select a mediator (using the alternate striking method of Article 10) within (5) days of receipt of the FMCS Panel. The selected mediator shall expeditiously schedule and hold a mediation, with costs shared equally by the parties. The mediator shall aid the parties in reaching a written mediated agreement. In the absence of an agreement, when the Mediator deems appropriate, he or she shall provide a Mediator's Proposal, taking into consideration the parties' most recent positions, the concerns raised by both parties and the reasonableness, impact and costs of any suggested/offered improvement(s). Upon receipt of the Mediator's Proposal the Medical Center shall be provided ten (10) days to accept it and agree to commence implementation of the suggested improvement or all internal means shall be deemed fully exhausted. For issues asserting a contractual violation, while they may be raised by the PPC, the issue shall be deemed fully exhausted following the exhaustion of the standard Article 9 and 10 processes and the Medical Center's unreasonable delay or refusal to implement any arbitration decision.

2. Nursing Management may also request special meetings with the PPC.

3. The PPC may reserve conference rooms per the Medical Center's reservation system.
4. The PPC shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Chief Nursing Officer(s) and the Medical Center's Director, HR Employee/Labor Relations prior to the next meeting.

D. New RN Orientation. The PPC may attend and meet with new RNs for 30 minutes at the conclusion of the agenda unless another time in the program is mutually agreed upon in order to explain the purpose and functions of PPC using a presentation that is previewed by the Medical Center.

ARTICLE 17 NURSING PROCESS STANDARDS

A. A RN shall directly provide:

1. The initial assessment and ongoing care of a patient admitted to a patient care area as outlined in the Medical Center's policies, procedures, practices and standards of care.
2. Ongoing patient assessments, which shall be performed and documented in the patient's medical record as indicated by physician's orders or nursing standards. A RN may assign to a licensed or unlicensed staff the collection of data, subject to any limitation of their licensure, certification, level of validated competency, or scope of practice.
3. The planning, supervision, implementation and evaluation of the nursing care provided to each patient. The implementation of nursing care may be delegated by the RN responsible for the patient to other licensed nursing staff, or may be assigned to unlicensed staff, subject to any limitation of their licensure, certification, level of validated competency, or scope of practice.
4. The assessment, planning, implementation and evaluation of patient education, including ongoing and discharge teaching of each patient. Any assignment of specific patient education tasks to patient care personnel based on the legal scope of practice of those personnel may be made by the RN responsible for the patient.

B. Both the Union and the Medical Center recognize that a RN is responsible for applying the nursing process as follows:

1. Formulates a nursing diagnosis through observation of the patient's physical condition and behavior, and through interpretation of information obtained from the patient and others, including the health team.
2. Formulates a care plan, in collaboration with the patient, which ensures that direct and indirect nursing care services provide for the patient's safety, comfort, hygiene, and protection, and for disease prevention.
3. Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the patient and family, and teaches the patient and family how to care for the patient's health needs.

4. Assigns or delegates tasks to other care givers based on the legal scope of practice of those care givers and on the preparation and capability needs in the tasks to be assigned or delegated, and provides clinical supervision of those care givers.

5. Evaluates the effectiveness of the care plan through observation of the patient's physical condition and behavior, signs and symptoms of illness, and reaction to treatment through communication with the patient and health team members, and modifies the plan as needed.

6. Acts as the patient's advocate.

C. This Article is not intended to be an exhaustive list of the duties and responsibilities performed by RNs. It is only intended to be a summary of Nursing Process Standards.

ARTICLE 18 SAFE STAFFING, PATIENT CARE AND PATIENT CLASSIFICATION SYSTEM

A. The Medical Center shall have a staffing system based on assessment of patient needs in conformance with the requirements of the Joint Commission on the Accreditations of Healthcare Organizations (Joint Commission) and Title XXII of the California Code of Regulations ("Title XXII"). Nothing in this Article is intended to conflict with or impose greater obligations than exist under the provisions of Title XXII relating to Patient Classification systems.

B. The patient classification system used by the Medical Center for determining nursing care needs of individual patients shall:

1. accurately reflect the assessment of patient requirements made by the direct care RN, and
2. provide for shift-by-shift staffing based on those requirements

The system shall include, but not be limited to, the following elements:

3. individual patient care requirements, including the nursing process;
4. the patient care delivery system;
5. generally accepted standards of nursing practice; and
6. the unique nature of the Medical Center's patient populations

C. The Medical Center shall have a Patient Classification System Committee appointed by the Chief Nursing Officers whose composition shall include two (2) members selected by the PPC. Attendance of a Patient Classification System Committee meeting shall be compensable as time worked. Such Committee shall perform those functions required by Title XXII, Section 70217. If review by the Patient Classification System Committee reveals that adjustments are necessary to the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments shall be implemented in accordance with Title XXII.

D. The current, applicable patient classification system shall be available at all times on each patient care unit. RNs new to a unit shall be oriented on the unit's patient classification system. The Medical Center shall provide RNs appropriate training and education related to any substantive changes to the applicable patient classification system.

E. The Medical Center shall comply with all laws, applicable to the Medical Center, governing staffing, and the Medical Center's delivery of patient care, and the Medical Center's protections of RNs as patient advocates. The Medical Center is committed to meeting the requirements of Title XXII, the requirements of the Joint Commission, and complying with all laws and regulations, applicable to governing staffing, the delivery of patient care and the protections of RNs as patient advocates. This includes the Medical Center's administration of the Patient Classification Systems, any acuity tools and staffing, including staffing ratios, under Title XXII, as applicable to critical care units, operating rooms, labor and delivery units, perinatal units, pediatric units, emergency departments, step-down units, telemetry units, medical/surgical units, specialty units and psychiatric units.

1. In the event a RN feels they lack competency, including age-specific clinical competency for an assignment, the RN shall inform their immediate supervisor (or designee) who shall make an assessment of the assignment and alter the assignment if their assessment warrants.

F. In the event the scheduled staffing is insufficient to meet the specific staffing called for by the system, the Medical Center will make every reasonable effort to procure additional personnel, including but not limited to In-House Registry where appropriate. Should persistent shortages be identified, the Medical Center will take reasonable and practical steps to ensure safe patient care. The Medical Center will provide timely responses to reasonable information requests in which the Union seeks information to validate the Medical Center's reasonable efforts to secure sufficient staffing, including call lists, call logs, break relief sheets and staffing sheets.

G. As required by law, the Medical Center recognizes its duty to maintain a staffing system which complies with AB 394, as amended, and the regulations effective January 1, 2004 promulgated pursuant to AB 394, as amended. Nothing in this Article is intended to conflict with, impose or create greater obligations, including remedies, than exist under the laws. Any issues or disputes concerning this Article shall be addressed by the Professional Practice Committee pursuant to Article 16 and shall not be subject to Article 9 or 10.

ARTICLE 19 PERSONNEL CATEGORIES

A. Full-time. A full-time RN is defined as one who is eligible for benefits and is hired to regularly work, on a continuing basis 72 to 80 hours/pay period.

B. Regular Part-time. A regular part-time RN is defined as one who is eligible for prorated benefits and is hired to regularly work at least 40 hours but less than 72 hours within a pay period.

C. Non-Benefit Staff-Per Diem. A Full-Time or Part-Time non-benefit RN who meets the same work requirements of a regular FT or PT employee shall be treated the same for the purpose of scheduling, staffing, layoff and reinstatement. These RNs may also be eligible to participate in the applicable retirement plan pursuant to the terms of the plan.

Non-Benefit staff-Per Diem RNs shall not be eligible for any employee benefits, including but not limited to, the following: Medical, Dental, Vision, Life, LTD, STD, PTO, Flex Plans, Paid Educational Days, Tuition Reimbursement, Jury Duty, Bereavement or voluntary benefits. However, Non-Benefit staff-Per Diem RNs are entitled to limited paid sick leave in accordance with Medical Center policy.

Non-Benefit Staff-Per Diem RNs may not convert to a benefit eligible status, nor may a benefit eligible employee convert to a Non-Benefit Staff-Per Diem status without first having completed six (6) months in that status.

D. Resource. Resource RNs are defined as those who, whether scheduled or not, (1) work on an as-needed or irregular basis, or (2) are called for work when other employees are unavailable, or (3) accept work assignments subject to their own availability. RNs in the category are not eligible for benefits. However, Resource RNs are entitled to limited paid sick leave in accordance with Medical Center policy. For all other purposes, Resource RNs' work commitments are regulated by the resource category agreement which they agree to work. These RNs may also be eligible to participate in the applicable retirement plan pursuant to the terms of the plan.

E. Nothing in this Article shall be construed to constitute a guarantee of hours of work per day or per week or of days of work per week.

F. Newly hired RNs shall be on probationary status for ninety (90) days.

ARTICLE 20 SCHEDULING

The Medical Center shall publish work schedules at least 23 days in advance of their commencement date. Six weeks prior to schedule publishing, Self Scheduling will be opened to allow RNs to request scheduled workdays or time off. Self Scheduling closes two weeks before schedule is published. If a RN does not submit a request in this time period, the RN may be scheduled according to department needs by the unit manager. Once the schedule is published no requests for scheduled time-off need be permitted. Any change in the published schedule shall require mutual agreement of the Medical Center and the affected RNs.

ARTICLE 21 CALL OFFS AND FLEX OFFS

A. The parties acknowledge that due to the inherent uncertainties involved in patient care and census fluctuations, it is often necessary to cancel all or part of RNs' scheduled shifts by way of Call Offs or Flex Offs. A Call Off is defined as the cancellation of a RN's full scheduled shift prior to its commencement. A Flex Off is defined as the cancellation of the remainder of a RN's scheduled shift after he/she has commenced work. RNs who are Flexed Off will work at least four hours unless they voluntarily request to clock out before the end of the fourth hour.

B. Any RN who is Called Off or Flexed Off may be placed on stand-by by the mutual agreement of management and that RN. RNs who are placed on stand-by by agreement shall be notified they are stand-by and compensated in accordance with the provisions defined in Article 26 Standby and Call Back Pay.

C. RNs who are Called Off and not put on stand-by but who choose to be available shall be compensated at their base rate of pay if work becomes available and they report back to work at the Medical Center. Similarly, RNs who volunteer for a late start shall be compensated at their base rate for pay for the hours actually worked.

D. RNs who are Called Off or Flexed Off shall have the option to take PTO or unpaid budget hours.

E. The order of call off shall be:

1. Resource on DT or OT with In-house Registry pay.
2. Full-time, part-time and Full-time or Part-time Non-Benefit Staff-Per Diem on DT or OT with In-house Registry pay.
3. Resource on DT.
4. Resource on OT.
5. Full-time or part-time and Full-time or Part-time Non-Benefit Staff-Per Diem on DT.
6. Full-time or part-time and Full-time or Part-time Non-Benefit Staff-Per Diem on OT.
7. Resource on In-house Registry pay.
8. Part-time and Part-time Non-Benefit Staff-Per Diem on In-house Registry pay.
9. Full-time and Full-time Non-Benefit Staff-Per Diem on In-house Registry pay.
10. Volunteers.
11. Travelers and Registry (up to contractual limits).
12. Resource on straight time.
13. Part-time, Full-time, and Non-Benefited Staff on a rotational basis.

F. Management reserves the right to alter the call off order specified in Section D above only when specific competencies are required. RNs without specific competencies may request the additional training to attain unit competencies. Such requests shall not be unreasonably denied.

G. At the discretion of management, Full-time, Part-time, and Non-Benefited RNs who are Called Off or Flexed Off may displace Resource RNs on another unit provided the Full-time, Part-time, or Non-Benefited RN is qualified to perform the work.

H. When Call Offs or Flex Offs in a unit are due to an overlap of shifts, Volunteer RNs will be called off first. After all Volunteers have been called off, RNs will be called off following a rolling

integrated seniority list. When Call Offs and Flex Offs are due to an overlap of shifts, a partial shift call off is permissible.

ARTICLE 22 FLOATING

A. The parties acknowledge that due to the inherent uncertainties involved in patient care and census fluctuations, it is often necessary to float RNs from one area of the Medical Center to another. Floating is defined as the temporary reassignment of a RN outside of his/her regularly assigned patient care unit. A RN may be assigned to float to a patient care unit other than his/her own, subject to the limitations in this Article.

B. RNs will be floated in accordance with state and federal laws and regulations.

C. A RN shall be assigned only those duties and responsibilities for which she or he has current validated competencies and in accordance with their unit based skills roster.

D. Only a RN who has demonstrated competency for patient care in a unit to which the RN has been assigned shall act as a resource for those individuals who do not have validated nursing competencies for the unit.

E. If a RN floats prior to the completion of the competency standards for a patient care unit, patient care assignments shall be subject to the following restrictions.

1. Assignments shall include only those duties and responsibilities for which competency has been validated.

2. RNs shall not be assigned total responsibility for patient care until all standards of competency for the unit has been validated.

3. RNs will not be floated until they complete home unit orientation and are competency validated.

4. There shall be no “bumping” or “double” floating, i.e. floating one RN to a unit in order to displace or “bump” another RN or floating a RN to more than one unit per shift. However, returning a RN to their regularly assigned unit will not be considered a double float.

5. RNs floated to a different floor shall not be assigned to a “split hall” assignment.

6. In the event a RN feels they lack competency for any floated assignment, the RN shall inform the supervisor of the floated unit who shall make an assessment of the assignment and alter the assignment if their assessment warrants.

F. RNs with twenty-five (25) years or more seniority shall not be required to float.

G. RNs with 20-24 years of seniority shall not be required to float unless all other RNs have floated twice in a pay period or there are no RNs with less than twenty (20) years of seniority.

H. RNs shall float in the following order:

1. Volunteers
 2. Outside Registry and Travelers
 3. Unassigned LBM or MCH Float Unit RNs (to areas where the RN has demonstrated competencies)
 4. Resource
 5. Part-time/Full-time/Non-Benefited staff Per Diem in rotation
- I. There shall be no mandatory floating between Clusters. Clusters are defined as:
1. Critical Care – 3S, 7CU, and 7S/7E
 2. Medical/Surgical/Telemetry – 3W/7W, 3E, 4, 5, and 6
 3. MCH Women's
 4. MCH Pediatrics Core, Peds West, MCH Hem-Onc, and NICU level D acuity only (NICU floats shall be given age appropriate available assignments of four (4) years and under)
 5. MCH CTICU to/from MCH PICU and to MCH NICU
 6. MCH NICU Intensive to MCH PICU (NICU floats shall be given age appropriate available assignments of four (4) years and under)
 7. NICU to Newborn Nursery
 8. Procedural for recovery from sedation only, OPS, AMU, holding GI, Special Procedures, Cardiac Procedure Unit, Cardiac Cath, MRI, and CT
 9. MRI, CT, and IR
 10. In-Patient Rehabilitation Facility
 11. Emergency Department
 12. Operating Rooms (MOR, WOR, CVOR, and MCH OR)
 13. Post anesthesia care units (WPACU, LBM PACU, and MCH PACU)
 14. LBM chemo Certified RN to LBM Ambulatory Infusion Center
 15. All areas may float to the ED, PACU or CPU for admitted "Level of care" holds, as a part of a declared and written contingency plan

16. MCH Chemo Certified Peds to MCH Peds Infusion Care Center, and MCH Hem/Onc (When MCH Hem/Onc floats to MCH Peds Infusion Care Center, floated RNs shall be given patient care assignments requiring chemo administration)

17. Pediatric Outpatient Clinic

J. In the event the Medical Center creates a new unit, the Medical Center will provide notice to the Union and an opportunity to discuss establishing the appropriate cluster(s). Any agreement reached by the parties shall be considered part of the established clusters going forward; in the absence of an agreement within sixty (60) days, the Medical Center may implement its last position on the appropriate cluster(s).

ARTICLE 23 SENIORITY, LAYOFF, RECALL

A. Seniority

1. Seniority shall mean date of hire with the Medical Center or another Memorial Hospital facility.

2. Seniority dates shall only be adjusted for:

- (a) Break in service from the Medical Center associated with a voluntary separation of less than 12 months.
- (b) Leave of absence (except for military leave, worker's compensation and state or federal family medical leave.)

3. After a probationary period of 3 months, seniority shall only be broken by:

- (a) Break in service associated with a termination of more than 12 months,
- (b) Twelve (12) months of layoff without recall to a permanent position,
- (c) Failure to respond to recall notice within three (3) working days, after receipt of certified notice of recall,
- (d) Termination for just cause,
- (e) Failure to report to work upon expiration of an authorized vacation or Leave of Absence.

4. A seniority list of RN names and seniority dates, updated quarterly, shall be available upon request from the Human Resources Department.

B. Layoff

1. Layoff is defined as a permanent workforce reduction anticipated to last more than fourteen (14) days.

2. Prior to a layoff, the Medical Center and the Union shall meet and confer about the impact of such a reduction.

3. Providing a RN is qualified to perform the available work, seniority shall be the controlling consideration in a layoff or recall. "Qualified" for this Article means the necessary competencies, skills, education, ability, certification, or credentialing needed to perform the duties of the position and solely requires a unit orientation.

The order of Layoff shall be:

- (a) Registry
- (b) Travelers
- (c) Resource
- (d) Regular, full & part-time, including Non-Benefit Staff-Per Diem.

4. Layoff of RNs in categories (c) and (d) of Section B.3. above shall be accomplished as follows:

- (a) A laid off RN shall fill any vacancy that the Medical Center has for which the RN is qualified. A RN shall not be required to fill a vacancy that involves a change in shift or numbers of hours worked.
- (b) If there is no vacancy as described in (a), such a RN shall displace the least senior RN on his/her unit of the same status (full-time, part-time, Non-Benefit Staff-Per Diem) and shift.
- (c) If no vacancy exists as described in (b), the laid off RN shall have the option of displacing the least senior RN in his/her unit who may be on another shift and/or status.
- (d) If no such position exists as described in (c), the RN may displace the least senior RN, of the same status and shift, provided the RN is qualified.
- (e) If no vacancy exists as described in (d), the laid off RN shall have the option of displacing the least senior RN who may be on another shift and/or status, provided the RN is qualified.
- (f) For the purposes of this Article, a qualified RN shall have up to a 60-day period to demonstrate that he/she can perform the duties of the position.

C. Recall

1. All vacancies covered by this Agreement shall first be filled according to Article 24 Job Posting.

2. A vacant position not filled as provided in 1 above shall be made available to a RN on the recall list. The position shall be offered to a qualified RN laid off from a unit within the RN's competencies in which the position is available in reverse order of layoff. In the event there are no RNs on the recall list from the unit in which there is a job opening, the position shall be offered to a RN on the recall list in reverse order of layoff, provided the RN is qualified for the position.

3. A RN on the recall list may refuse up to three offers of staff positions prior to being removed from the recall list. Otherwise, laid off RNs shall remain on the recall list for twelve (12) months.

4. Any RN on a recall list shall be responsible for providing the Medical Center with a current address and telephone number.

D. Severance Pay

1. Laid off benefited RNs who were not provided with a notice period commensurate with their length of service below shall receive pay according to the following schedule:

	Length of Service	Notice of Intent
a.	Temporary employees and staff with less than 3 months	No Pay
b.	3 Months – 4 Years	Two Weeks
c.	5 – 10 Years	Three Weeks
d.	11 – 15 Years	Four Weeks
e.	Over 15 Years	Five Weeks

All severance pay is based upon a RN's regularly scheduled hours. Also, employees are not eligible for notice if they have been on a Leave of Absence for any reason for a period in excess of four months at the time of a layoff.

2. In the event notice of layoff is given in accordance with Paragraph 1, above, the Medical Center agrees to meet and confer with the Union about the issue of whether severance pay will be provided to such laid off RNs.

3. The Medical Center does not provide severance pay to employees upon termination of employment, except as provided in this Section D.

ARTICLE 24 JOB POSTINGS, TRANSFERS AND PROMOTIONS

A. Job Vacancies. Job vacancies will be posted in the unit for 5 days. In the event the vacancy is not filled according to Section C.1. below, the job vacancy will be posted on the bulletin boards

located outside the Human Resources Office and on the Intranet for seven (7) calendar days prior to filling the position. The Medical Center may temporarily fill the position during the posting period.

B. Eligibility. In order for an employee to be transferred or promoted within the same unit or another unit, the employee must qualify for the position on the basis of education and experience. To be eligible for a transfer or promotion, an employee must have completed the probationary period in his or her current position unless approval is obtained from the appropriate Administrative and Management persons. To be eligible for a transfer or promotion, an employee also cannot have received a formal disciplinary action within six (6) months of applying for the position. Qualified for this Article means the necessary competencies, skills, education, ability, certification, or credentialing needed to perform the duties of the position. A qualified RN will have up to a 90-day period to demonstrate that she/he can perform the duties of the position. During the period, the Medical Center will make reasonable efforts to return the RN to his or her former position and shift.

C. Awarding Position:

1. Qualified RNs who hold a position on the unit where the vacancy exists shall be given preference to fill such vacancies by seniority over RNs outside the unit.

2. Seniority shall be the controlling factor in placing applicant RNs into Specialty Training Programs. A RN who is awarded a position in and successfully completes a Specialty Training Program shall be offered a position on the applicable unit. If the RN does not demonstrate competency at the conclusion of the Specialty Training Program the Medical Center will make reasonable efforts to return the RN to his or her former position and shift.

3. If a vacancy is not filled as provided in C.1. above, RNs in the clinical area shall be selected by the Medical Center based on the qualifications defined in B above, and if two or more RNs are relatively equally qualified as defined in B above, then seniority shall prevail. Any bargaining unit employee who has been or who is promoted to a supervisory or management position shall retain their bargaining unit seniority. Supervisory or management RNs who have been promoted within 2 years of the job posting may apply for open bargaining unit positions. They may use their bargaining unit seniority for a period of two years from their transfer out of the bargaining unit to apply for such positions. Such employees shall retain their bargaining unit seniority, but shall not accrue bargaining unit seniority while in a supervisory or management position.

(a) Notwithstanding the “relatively equally qualified” language above, a clinical RN currently on a patient care unit with at least five (5) years of RN experience and five (5) years of seniority shall be awarded a vacancy on a different patient care unit not requiring a Specialty Training Program provided they are the most senior applicant.

4. If a vacancy is not filled as provided in C.2. and C.3 above, it will be filled by RNs outside the clinical area selected by the Medical Center based on qualifications as defined in B above, and if two or more RNs are relatively equally qualified as defined in B above, then seniority shall prevail.

5. RNs who submit a Request for Transfer after the seven (7) calendar days provided for in A above shall have no preference over outside applicants.

D. Unfilled Positions. If the vacancy is not filled as provided above, the Medical Center may fill the position with outside applicants, unless there are qualified RNs on the Recall list, they shall have preference over outside applicants.

E. Transfer for Other Reasons. The Medical Center reserves the right to transfer a RN for lack of competence and failure to meet job requirements, just cause discipline or non-licensure. The Medical Center may temporarily transfer a RN who possesses special skills or other abilities to another area/shift of patient care provided the Medical Center has posted such position and such transfer does not exceed 45 days and may be extended with mutual agreement.

ARTICLE 25 PROFESSIONAL ADVANCEMENT PROGRAM

Professional Advancement Program. The Medical Center shall continue to administer its clinical ladders and professional advancement programs in accordance with the current Professional Advancement Program as follows:

A. Participation. RNs shall be eligible to participate in the Medical Center's Nursing Service Professional Advancement Program, which is designed to provide progressive options for a professional RN to seek career advancement at the bedside or in management. All aspects of Medical Center's Professional Advancement Program will be governed by the Nursing Service Professional Advancement Program committee. The eligibility for and process to apply for advancement (including the member names and emails of each Professional Advancement Board) shall be in writing and made available to interested RNs through Nursing Services. RNs who apply for advancement but are not approved may choose to meet with their leader to discuss the reasons advancement was denied. Following any such meeting, should the RN who was not approved for advancement have additional concerns, he or she may request a meeting with Human Resources, a Union appointed Professional Advancement Board member and either his or her leader or a Medical Center appointed Professional Advancement Board member.

B. Professional Advancement Boards. The purpose of these Boards shall be (a) to recommend revisions to the Medical Center's proposed Professional Advancement Program; and (b) to evaluate candidates for advancement to the RN III, IV, and V level and to make advancement recommendations to management. On an annual basis the Boards shall review the current Professional Advancement Program and may recommend changes to the Medical Center's proposed Professional Advancement Program that will enhance clinical excellence while eliminating the perception or existence of favoritism or arbitrariness, to the extent possible. The Boards each shall consist of 6 members as follows:

- 3 RNs in the bargaining unit, designated by the Union
- 3 Nursing leaders, designated by the Medical Center

One member of each Professional Advancement Board shall be a chairperson designated by management. To ensure both continuity and fresh perspectives, each year should any member of any Board have served three (3) or more consecutive years, the most senior serving RN and/or the most senior serving Nursing leader on each Board having served at least three (3) years, shall rotate off

the Board, taking at least two (years) off. Notwithstanding, this rotation, upon mutual agreement, a rotated off RN shall be permitted to return in less than two years in the event of an unforeseen vacancy. The Director of Professional Nursing shall be an ex-officio, non-voting, member of each Board.

ARTICLE 26 HOURS OF WORK

A. **Overtime.** As previously established and continuing following ratification of this Agreement, the Medical Center, Union and RNs hereby continue the following hours of work and overtime scheme for all individuals performing Bargaining Unit work, including all fulltime, part time, resource and per diem RNs as well as temporary, registry and traveling registered nurses. The provisions of this Article continue beyond the Term of this Agreement and shall continue until a subsequent agreement is ratified which modifies these provisions. Except where a different rate is provided for by another provision of this Agreement or where the Medical Center voluntarily provides for a higher rate, RNs and other covered individuals shall be compensated for hours worked as follows:

1. **Straight Time:** RNs and others shall be compensated at their applicable base rate of pay for all hours up to twelve (12) in a shift and all hours worked up to forty (40) in a workweek. RNs shall also be compensated at their applicable base rate of pay for any paid time off hours provided for in this Agreement however such hours shall not be counted for purposes of overtime or double time.

2. **Overtime:** RNs and others shall be compensated weekly overtime at one and one half times their applicable regular rate of pay for all hours worked over forty (40) in a workweek, exclusive of any daily overtime/double time hours. RNs scheduled to a shift of more than eight (8) but less than twelve (12) hours shall also be compensated daily overtime at one and one half times their applicable regular rate of pay for hours worked which exceed the hours of their scheduled shift up to twelve (12) hours in a single workday.

3. **Double Time:** RNs and others shall be compensated at two times their applicable regular rate of pay for all hours worked over twelve (12) in a single workday.

4. **No Duplication of Overtime:** There will be no pyramiding of overtime in that hours worked that result in the payment of a daily overtime premium will not also be counted toward a weekly overtime premium. Holiday and other premiums voluntarily paid by the Medical Center will be credited against overtime due as permitted by applicable state and federal laws.

B. Rest and Meal Periods

The Medical Center will provide meal periods and authorize and permit rest periods in accordance with State law.

1. **Rest Periods:** The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. The rest period shall be in the middle of each work period insofar as is practicable. However, a rest period need not be authorized for RNs whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no

deduction from wages. Rest periods may not be used to extend a RN's meal period, or permit RNs to leave work prior to their scheduled quitting time. Since rest periods are treated as hours worked, a RN may be restricted to the premises while on rest period. It is understood that rest periods are "authorized and permitted" for purposes of compliance with this Article and the State law unless the RN's right to take their rest periods is directly interfered with by the Medical Center. The Medical Center shall comply with all applicable staffing regulations in authorizing and permitting such rest periods available.

2. Meal Periods: The Medical Center will provide meal periods in accordance with State law, including California Labor Code and applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period "waivers," missed meal period penalties, and "on-duty" meal period agreements. Specifically the Medical Center shall provide RNs an unpaid meal period of at least thirty (30) minutes if the RN works more than five (5) hours. This meal period may be waived if the RN works less than six (6) hours in one day. A second meal period will be provided if a RN works more than ten (10) hours in one day, but the RN may agree to waive one of his/her two meal periods. In all cases, waivers are voluntary and must be signed by the Medical Center and RN. The Medical Center and RNs shall work together, keeping patient care and workflow issues in mind. Unpaid, unworked meal periods will not be counted as hours worked for compensation or in calculating overtime to be paid under any provision of this Agreement. It is understood that a RN is "provided" a meal period for purposes of compliance with this Article and the Wage Order when the RN's right to take such a meal period is not directly interfered with by the Medical Center. The Medical Center shall comply with all applicable staffing regulations in relieving RNs for duty for meal periods.

3. Violations of Rights to Rest and Meal Periods: Anytime a RN's right to a meal or rest period is interfered with or the RN believes he/she was not provided a meal or rest period due to Medical Center operations, he/she must provide an explanation as to why the meal or rest period was missed. It is a RN's responsibility to (a) timely provide both the advance notice and the explanation called for in this section and (b) claim the premium payment described in the next sentence. A RN shall be provided a premium payment equal to one hour of his/her regular rate of pay for any day which his/her right to the appropriate meal or rest period(s) are interfered with. The Medical Center shall promptly pay any premium payment due under this Section. In the event a RN does not receive a penalty payment called for by or otherwise has a dispute related to this Section, such dispute shall be resolved through the Grievance and Arbitration procedures under Articles 9 and 10 (and/or alternatively a RN may bring a dispute to the California Division of Labor Standards Enforcement (DLSE) provided that any single adjudication by either an arbitrator or the DLSE shall be final and binding) as the means for addressing any disputed penalty payment or other dispute related to this Section B.

RNs who report (verbally or in writing) missed meal or rest periods due to inability to leave the workstation or Medical Center interference shall not be subject to discipline in retaliation for such reporting missed meal or rest periods.

C. Reporting Pay

1. If a RN reports to work on a scheduled workday but is not put to work or is furnished with less than half his or her usual or scheduled day's work, he or she will be paid for the greater of

(1) half his or her usual or scheduled day's work (up to four hours), or (2) two hours at his or her base rate of pay. RNs are deemed to have waived this provision if they choose to leave the Medical Center in the event of a shortage of work. This provision shall not apply in the event that (1) the RN is told not to report prior to the time that said RN leaves his or her regular place of residence, (2) the Medical Center makes a reasonable effort to notify the RN not to report at least two (2) hours prior to his or her scheduled starting time, (3) the RN reports to work unfit, (4) the RN refused to perform available work, (5) the RN leaves work of his or her own volition or is sent home for disciplinary reasons prior to completion of the two hours of said RN's usual or scheduled day's work, or (6) failure of utilities, acts of God or other circumstances beyond the reasonable control of the Medical Center, interfere with the work being performed.

2. All RNs shall be notified of schedule cancellations at least 2 hours before the start of their shifts. RNs who do not receive timely notice of schedule cancellation shall receive reporting pay.

3. To ensure proper staffing and avoid unnecessary call offs, RNs must provide notification of his or her absence at least two and one half hours (2½) prior to their scheduled shift.

D. Holidays. The Medical Center shall maintain and not diminish in any way the practice of providing premium pay to RNs working on designated holidays, including but not limited to the number and definition of premium holidays and the eligibility and amount of any such premium payment. Specifically, the following holidays will be designated as eligible for premium pay equal to time and one-half their base rate of pay for all hours worked:

New Year's Day (January 1st)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (First Monday in September)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25th)

Additionally, RNs who work on a designated holiday and, in the same workweek, also pick up an additional shift beyond their regularly scheduled full time equivalent shall receive In-House Registry pay for any straight time hours of that extra shift.

ARTICLE 27 COMPENSATION

A. Pay Increases

1. **First Contract Year:** Effective the first full payroll period following ratification each regular full-time and part-time RN with twelve years of experience or less shall move to the appropriate wage step on the wage grid based on their years of active RN licensure (defined as the years in which a RN kept his/her license current) in the U.S. or abroad. Throughout the term of this Agreement all RNs' years of RN licensure shall be determined based on their years of experience as of April 1st for the applicable wage grid provided in this Agreement. RNs hired after April 1, 2016 who have left the practice of registered nursing for more than three years shall have their years of licensure experience reduced one year for each year they were not actively practicing.

2. **Second and Third Contract Years:** Effective the first full payroll period following April 1 2020 and April 1, 2021, each regular full-time and part-time RN with twelve years of experience or less shall move to their appropriate experience step on the wage grid.

3. **Senior RN Increases Contract Year:** Effective the first full payroll period following ratification each regular full-time and part-time RN with more than twelve years of experience shall move to the appropriate wage step on the 2018 wage grid based on their years of experience plus an additional increase of 3.5%. Effective the first full payroll period following April 1 2020 and April 1, 2021, each regular full-time and part-time RN with more than twelve years of experience shall receive an increase to their then current base rate of pay of 3.0%.

- (a) Newly hired RNs with more than twelve years of experience may be hired at a starting Base Rate of Pay up to the median wage of current Medical Center RNs in the same classification with the same years of experience.
- (b) RNs with more than twelve years of experience who transfer into a different classification shall receive a base pay adjustment according to the following scale:

RNII to/from RNIII	5.0%
RNIII to/from RNIV	5.0%
RNIV to/from CNI/RNV	2.5%
RNIV to/from CNS/RNFA	7.5%
RNII to EDU	11.25%
RNII to NPI	20.0%
NPI to NPII	2.5%

4. All increases are pursuant to the agreed upon wage grid in Appendix A, Appendix C, Appendix D or Appendix E to this Agreement.

5. No RN shall receive a lower pay rate as result of this contract.

6. Pay rates may be increased by mutual agreement of the Medical Center and the Union.
7. RNs in Nurse Practitioner classifications shall be compensated in accordance with Appendix C.
8. RNs in Clinical RN Instructor classifications shall be compensated in accordance with Appendix D.
9. RNs in RN Educator classifications shall be compensated in accordance with Appendix E.

B. Experience Pay Steps

RNs shall not be hired or paid at a rate that exceeds their years of qualifying experience and applicable rate of pay delineated in Appendix A, Appendix C, Appendix D or Appendix E to this Agreement or as described in Section A. 3. above.

C. Medical Center Non-Benefit-Per Diem and Resource Wages, Categories and Requirements

1. All Non-Benefit-Per Diem and Resource positions require that a RN has been validated as competent or demonstrates competency during their 90-day probationary period.
2. From Appendix B [Non-Benefit-Per Diem and Resource Wages, Categories and Requirements], a Resource RN shall:
 - (a) with the concurrence of management, select an “Option”;
 - (b) comply with work commitment/requirements of that “Option”; and
 - (c) be compensated according to that “Option”.
3. Failure to meet the work commitment/requirements as set forth in Appendix B of this Agreement may result in a change in commitment, assignment cancellation and/or termination from the Medical Center.
4. Nothing in this Article or in Appendix B of this Agreement shall constitute a guarantee of work or a specific number of hours per shift or schedule.

D. Relief Coordinator Pay: RNs will be paid an additional \$3.25 hourly differential for all time spent performing coordinator duties.

E. Preceptor Pay: RNs who are assigned to perform the duties of preceptor will be paid an additional \$2.75 hourly differential for time spent as a preceptor.

F. Standby and Call Back Pay

1. Standby Pay

- (a) RNs on standby are responsible for ensuring that they can be reached promptly by telephone or pager and are expected to respond and report to work within 45 minutes of being called.
 - (b) Standby hours are not considered hours worked for any purpose.
 - (c) RNs on standby shall be paid an hourly rate of \$9.00 when on standby.
2. Call Back Pay When On Standby
- (a) If called to work on standby, a RN shall be compensated at 1.5 times his/her regular rate of pay. If call back result in hours worked during a double time zone, the RN shall be paid double time.
 - (b) Call back pay starts when the RN arrives and clocks in at his or her workstation.
 - (c) RNs called to work when on standby shall be guaranteed at least 2 hours of call back pay at 1.5 times his/her base rate of pay.
3. Call Back Pay When Not On Standby
- (a) Time will be paid per FLSA and IWC regulations.

G. Shift Differential

1. Eligibility: RNs shall be paid shift differentials for shifts that commence on or after 11:00 AM and for which at least 50% of the scheduled hours are worked after 3:30 PM.
2. Shift Differential Rates: Eligible RNs will be paid the applicable shift differential for hours worked during the applicable periods as follows:

<u>Differential</u>	<u>Period</u>	<u>Rate</u>
PM/Evening	3:00 PM – 10:59PM	\$3.50
Night	11:00PM – 7:29AM	\$6.50

3. If a RN works two (2) or more hours of overtime, which extends into the following shift (evening or night), the differential for that shift will be applied to all of the overtime worked.
4. A RN, who is sent home early due to reduced staffing needs, and as a result fails to meet the 50% hours, will receive the applicable differential paid for the hours worked which otherwise would have qualified.
5. RNs on paid stand-by, who are called back to work during a shift that qualifies for the differential, shall be paid the applicable differential for all hours worked.

H. Weekend Shift Differential:

All FT and PT Staff, and all FT and PT Non-Benefit Staff-Per Diem RNs will be scheduled no more than every other weekend per four (4) week schedule (which equates to four (4) shifts per four (4) week schedule) unless mutually agreed upon between the RN and her/his Manager.

Weekend shifts are defined on a unit basis and may vary between shifts and/or RNs.

If a RN chooses to work a minimum of four (4) hours on a 5th weekend shift, excluding consecutive hours worked, during a four (4) week schedule, and have met their scheduled work commitment, the RN will be paid a differential of \$13.00 per hour.

I. Travel Reimbursement. RNs who are required to use their own vehicles or otherwise incur travel expenses, such RNs shall be reimbursed in accordance with applicable Medical Center policy which shall provide for mileage reimbursement equal to the appropriate IRS rate.

ARTICLE 28 IN-HOUSE REGISTRY PROGRAM

A. Purpose To provide the Medical Center with an alternative to the utilization of outside registry staff, alleviate staffing shortages and to ensure ongoing quality patient care.

B. Eligibility. Any RN who has successfully completed orientation and who has met their F.T.E. commitment in a given pay period, is eligible to work additional hours through the In-House Registry Program.

Unscheduled absences or sick calls do not count toward meeting F.T.E. work commitment.

If a RN has not met their F.T.E. commitment at the end of a pay period but has worked In- House Registry hours, those hours will be paid at the RN's base rate of pay, subject to any applicable overtime or double time obligations under Article 25. The additional program dollars will not be paid.

RNs who voluntarily reduce their F.T.E. commitment will be ineligible for In-House Registry for twelve months following the reduction.

C. Scheduling. Scheduling of hours within the In-House Registry Program will be done at the unit level. RNs are encouraged to give their availability for registry shifts to the department manager or designee as RNs who volunteer their availability shall be provided priority as designated below. Each unit shall maintain a daily list of RNs who volunteer for In House Registry.

An In-House Registry shift must be scheduled for a minimum of a four (4) hour shift. Shifts will be designated as In-House Registry shifts based on unit needs and management's discretion. Notwithstanding this discretion, the Medical Center agrees to call RNs from a unit who have signed up on the volunteer list prior to calling Outside Registry for that unit. The Medical Center may also, in its discretion and after exhausting the volunteer list, contact other RNs and offer shifts designated as In-House Registry and, if accepted, the RN will receive In-House Registry rates. In-House Registry shifts will be assigned and approved on a rotational basis.

D. Cancellation. The Medical Center will give at least 2-hour notice of cancellation to scheduled In-House Registry RNs if they are not needed to work. RNs are responsible for making sure they

can be contacted within this time period or must call the unit themselves to verify that they are needed otherwise the RN will not be paid if he/she reports to work.

If a RN reports to work for a scheduled In-House Registry shift and a change in work volume occurs, precluding completion of the shift, the RN will be paid for no less than four (4) hours of work.

Self-cancellation of pre-scheduled In-House Registry shifts must be made at least twenty-four (24) hours before the start of the shift or it shall be considered an absence. More than two (2) self-cancellations in a rolling three (3) month period will result in the RN's inability to participate in the In-House Registry program for a period of three (3) months.

E. Compensation. In-House Registry rates will be paid a \$14.00 hourly differential in addition to the RN's base rate of pay for that shift, however, no differential shall be due for any hour that is paid at overtime or double-time under Article 25 of this Agreement and any applicable state and federal laws.

ARTICLE 29 EDUCATIONAL PROGRAMS

A. Mandatory Certifications, Classes and Meetings

1. If a RN is required by the Medical Center to attend a particular educational or training program, session, in-service, class or other meeting (including those to obtain or maintain a technical certifications mandated by the Medical Center), the RN shall be paid at his/her base rate of pay in accordance with Article 25 and this time shall be counted as hours worked for purposes of overtime/double time eligibility. A RN shall receive pay for the actual hours of attendance. These hours shall not count against the education leave provided in Section B below.

2. All programs, sessions, classes, and meetings under this Section A shall be held and attended by the RN at the Medical Center absent specific written direction and approval of the RN's Director. Should a schedule conflict arise, the Medical Center shall work with the RN about rescheduling provided such request is timely and other training times are available. RNs with 30 years or more seniority will have mandatory training scheduled within their FTE commitment.

3. RNs will ensure that they maintain mandatory technical certifications (i.e., ACLS, NRP, PALS, ATLS) required by the home base unit or job description as a condition of continued employment in a RN's current classification, unit or specialty. The Medical Center shall offer re-certification courses for such certifications and the time spent in such courses shall count as hours worked and shall be compensated accordingly. RNs may not take certification or re-certification courses outside of the Medical Center absent specific approval from their Director. If a RN allows a certification to lapse and the RN is required to retake the certification course, the RN shall be compensated at one half the RNs base rate of pay for hours worked in re-obtaining the mandatory certification.

4. RNs who have a mandatory technical certification/recertification at the time of hire or who have attained a mandatory technical certification/recertification through another acute-care hospital employer may request a waiver of a Medical Center mandated technical

certification/recertification requirement provided they certify that they were awarded the applicable certification/recertification by another employer, were compensated for obtaining that certification/recertification by the other employer, that the certification/recertification benefits them professionally and is not specific or unique to the Medical Center and affirming that they did not engage in hours worked for the Medical Center in obtaining the certification/recertification and were not seeking any remuneration for having obtained the certification/recertification.

B. Educational Leave

1. Education Leave shall be accrued at the rate of 24 hours per full calendar year for full-time RNs and 12 hours for part-time RNs. Paid education leave benefits shall not accumulate from year to year and are not included as PTO. Paid Education Leave can only be used for the educational purposes described below and unused benefits cannot be cashed out and are not paid out at termination. Within a calendar year, RNs who have not yet accrued enough Education Leave to take a desired course during the year, may request an advance of Leave up to any unaccrued annual entitlement and subject to repayment through payroll deduction should the RN's employment with the Medical Center end prior to accrual of the full advanced amount. This repayment obligation shall not apply to any RN whose employment is terminated as a result of a reduction in force or who has been employed by the Medical Center for at least 20 years. The parties have agreed to the forms to be utilized for the purposes of advancement and repayment of unaccrued Education Leave which are attached at Appendix F.

2. RNs may use Education Leave to (a) take BRN approved courses which complement their current position and/or satisfy their continuing education requirements, (b) take BRN approved courses toward obtaining or maintaining non-mandatory professional certifications and/or (c) take BRN approved courses to voluntarily advance their career, including to be eligible for a higher clinical ladder or classification.

3. The Medical Center will reimburse RNs for initial professional certification fees upon successful completion of the test. RNs may use Paid Education Leave for preparatory classes for the certification.

4. Education leave for maintaining professional certification shall be earned at the rate of 8 hours per year for full-time RNs and 4 hours for part-time RNs. The certification credential is a professional certification if: (1) the examination is nationally available; (2) a recertification interval is defined; (3) the examination tests a professional body of knowledge (i.e., not technical-ACLS, PALS, etc.); and (4) no specific classes are required to be eligible for the examination. Paid professional certification education leave benefits shall not accumulate from year to year and are not included as PTO. Paid professional certification education leave benefits cannot be cashed out. Proof of certification must be received in order for education hours to be paid.

5. In order to receive Paid Education Leave a RN shall provide proof of attendance and completion (i.e, CEU certificate) for a BRN approved education course within sixty (60) days

of taking the course. Paid Education Leave shall be paid at the RN's base rate of pay but shall not be treated as hours worked for overtime or any other purpose.

C. Tuition Reimbursement. Tuition reimbursement shall be administered in accordance with the Medical Center's current policy.

D. Advanced Degree Completion Bonus. RNs who earn a degree while employed by the Medical Center shall receive a one-time award of \$1,000 for a BSN, \$1,400 for a Master's Degree and \$2,000 for a Doctoral Degree in accordance with the Medical Center's requirements for such degree bonuses.

ARTICLE 30 BLOOD ASSURANCE PROGRAM PARTICIPATION

RNs will be permitted to participate in the Medical Center's Blood Assurance Program during the period of this contract as follows:

A. Blood Assurance plan membership must be initiated or renewed yearly starting January 1st and ending December 31st the same calendar year. RNs must be benefit-eligible and have completed their probationary period at the Medical Center in order to participate in the program.

B. Accrued paid Donor Days are limited to 2 per calendar year. However, Donor Days accrued because of donations made in November and/or December shall be used by the last day of February of the following year. Donor Days shall accrue one day each after the second and fourth donations in a calendar year (January 1st – December 31st). Donor Days must be used within the same calendar year (with the above-referenced exception for November and December donor days). MTM can only retain 16 hours for donor days. RNs may not use a donor day until it is entered into MTM. If an accrued Donor Day is not used as described in this Section B, the time is lost. Each day off is good for one 8 hour shift only.

C. Autologous (for use by donor during surgery) and directed (held for a specific patient) donations will not qualify a RN for a blood donor day.

D. All days off must be scheduled in advance and may be used in place of PTO or mandatory budgets.

E. The Donor-Day-Off with pay is considered a gift and not a reimbursement for services rendered or wages earned.

F. No shift differential will be paid on the Donor-Day-Off which shall be paid at eight (8) hours of the RNs base rate of pay.

G. Participation is limited to the needs of the Medical Center, fulfilled by employees and their families.

H. RNs who are unable to meet the blood donor requirements may be participants via proxy donations by family or friends. RNs may not donate for another employee's Blood Assurance Program except that Resource RNs may donate for other employees.

I. Except when requested by the Blood Donor Center, donations should be made during the non-working hours, i.e., prior to or following the shift, on a day off, etc. Donations are scheduled by telephoning the Blood Donor Center at (562) 933-0808.

ARTICLE 31 PAID TIME OFF (PTO) BENEFITS

A. Accrual. RNs will accrue Paid Time Off (PTO) during the period of this contract according to the following grid:

Level I Employees Non Exempt, Professional & Administrative			
Full & Part Time Years of Service	Days Per Year*	Hours Per Year*	Per Pay Period Accrual Rate*
1	22.9	183.33	7.69
2	25	200	7.69
3	25	200	7.69
4	25	200	7.69
5	30	240	9.23
6	30	240	9.23
7	30	240	9.23
8	30	240	9.23
9	30	240	9.23
10	35	280	10.77
11 or more	36	288	11.07

* Days per year are based on eight (8) hour days. Accrual rates listed are for employees who are “paid” for eighty (80) hours in a given pay period.

B. Administration. All aspects of Paid Time Off will be administered in accordance with applicable Medical Center policy, during the period of this contract.

C. Full-Time Night Shift RNs shall continue extra 40 hours PTO accrual with such accrual being merged and banked into the regular PTO bank, administered in accordance with privileges, requirements and limitations related to regular PTO accrual and usage. Effective on December 31, 2016 any RN who currently has separate regular PTO and Night Shift PTO banks shall have those banks merged and any RN whose merged bank is equal to or exceeds their applicable PTO accrual cap at that time shall be cashed out and paid down to 20 hours below the applicable PTO accrual cap.

D. Vacation Scheduling

1. Use of PTO for vacation time will be granted consistent with patient care needs for the unit. Requests for vacation shall not be unreasonably denied.

2. Vacation Approvals:

- (a) Vacations will be approved by the supervisor using unit designated procedures during the defined sign-up period for each area (“vacation calendar”). During this time frame, approvals will be granted based on seniority with consideration of rotation system.
- (b) Approval of vacation time will be based on a rotation system. RNs may only take same time off once every three years unless this time is available after all other staff have had an opportunity to sign-up during the designated sign-up period for the unit. Provided it will not impact patient care, the Medical Center will not unreasonably deny a RNs request to use PTO to take a vacation up to the length of the PTO time the RN has available on the posting date of the schedule during which the vacation will commence. In determining reasonableness the Medical Center may rely upon, total staffing on a unit, anticipated acuity, total requests for time off on the unit and anticipated unit census.
- (c) After the defined sign-up period is over, additional vacation time may be granted based on the availability of time off on the vacation calendar and with consideration of the date of request is received (approvals after the sign-up period will be on a first come, first served basis).
- (d) Vacations which have been formally approved by the Unit Manager will not be displaced by subsequent vacation requests of other staff.
- (e) Vacation requests are not granted until final approval is given by the Manager/Supervisor. Requests for vacation will be approved within 14 days after the closing of the sign-ups.
- (f) After all of the above factors have been considered, preference in vacation scheduling will be given to employees with the most seniority when more vacation requests are received for specific time periods than can be granted.
- (g) Vacation requests shall be considered according to the days that the RN requests vacation.
- (h) The Medical Center will consider single day PTO requests after vacations have been awarded. Single day PTO requests shall not be included within the three (3) year rotation system for vacations.
- (i) RNs who have exhausted PTO due to Medical Center shift cancellations may use unpaid leave to cover pre-scheduled and approved vacation days.

3. Prime Time Vacations: With respect to Christmas Holiday week, New Year’s Holiday week, Thanksgiving Holiday week and Spring Break (one week before and one week after Easter), a RN shall not be granted more than one of these weeks per year as vacation. However, additional vacation time off during the above referenced holiday weeks may be

granted based on specific unit staffing needs. Vacation requests granted during holiday time periods also include the holiday contained within. Such holiday will include the RN's holiday request as their first choice.

ARTICLE 32 BENEFITS

- A. The Medical Center shall maintain the same coverage and deductibles for bargaining unit employees as it provides for its non-bargaining unit employees.
- B. The employee percentage of premiums for the employee medical plans shall be the same for bargaining unit employees as it provides for its non-bargaining unit employees.
- C. The Medical Center agrees to maintain the following non voluntary benefits: Long Term Disability; Life Insurance; Accidental Death and Dismemberment; and the EAP program.

ARTICLE 33 RETIREMENT PLAN

- A. For the duration of their continued employment in a qualifying capacity, participating RNs hired prior to July 1, 2017 shall continue to participate in the Memorial Retirement Plan, Qualified Retirement Plan, which shall remain in full force and effect as a Defined Contribution Plan for the life of this Agreement and may not be modified or discontinued with respect to its application to any RN participating prior July 1, 2017 without mutual agreement of the parties, including the following
 - 1. The deposit will continue to be based on W-2 earnings, not base pay.
 - 2. Vesting will continue to be 5 years. Grandfathered RNs shall receive vesting credit for all years of service with the Medical Center.
 - 3. Eligible grandfathered RNs must have 1,000 hours in each plan year to be eligible for that year's deposit.
 - 4. Eligible grandfathered RNs' range of the deposit will continue to be from 5% to 10% based on years of service.

Years of Service	Overall 2006 Funding Percent
0-4	5%
5-9	6%
10-14	7%
15-19	8%
20-24	9%
25 or more	10%

5. Special Funds will continue to be made available for the grandfathered RN's to invest in Income Funds, e.g. T- Bills, Bonds, Money Market etc.
6. Years of service with the Hospital shall continue to count toward Memorial Retirement Plan vesting.
7. The plan shall be subject to applicable ERISA and IRS regulations.

B. All other RNs (including all RNs hired on or after July 1, 2017) shall be eligible for the duration of the Agreement to continue in the same 401k Qualified Retirement Plan as the Medical Center provides/offers to similarly tenured management and non-bargaining unit employees. Additionally, the Medical Center guarantees that it will continue to offer all RNs the retirement plan and, in the event the Medical Center decides to modify, supplement or replace any current Retirement Plan, RNs employed prior to the implementation of any modified, supplemental or replaced shall be offered a one time choice to continue their current plan or enroll in the new plan. In the event the Medical Center decides to modify, supplement or replace the current 401k Retirement Plan, the Medical Center shall provide the Union reasonable advance notice, and prior to any such change(s) being effective, an opportunity to meet and bargain with the Medical Center over the effects of any such change(s). Under such circumstances, Article 6 Work Stoppages would not apply.

ARTICLE 34 PERSONNEL RECORDS

- A. Any RN has the right to access and inspect his/her personnel records as follows:
1. A RN shall request in writing to access and inspect by filling out an Inspection/Request Form available in the Human Resources Department.
 2. Within 21 days of receipt, Human Resources will provide the RN access to inspect the RN's Human Resources Personnel File in one of the following manners, as designated by the RN:
 - i. Personal review by the RN by scheduling a mutually convenient, reasonable meeting; or
 - ii. Review by a Union Representative by scheduling a mutually convenient, reasonable meeting.
 3. Upon request and following inspection, a RN shall be provided a copy of identified pages of their Human Resources Personnel File bearing his/her signature. The request for these copies must be made in writing to the Medical Center's Director, HR/Employee Labor Relations or his/her designee. Copies of these documents shall be provided to the RN as soon as practical and at a charge to the requesting RN.
- B. A RN may access such files once a year, except that any RN who is disciplined may access such file within 14 days of such discipline.

C. Notices of discipline shall not be placed in the RN's personnel file without the knowledge of the RN. Prior disciplines in a RN's personnel file shall only be utilized consistent with the principles of just cause.

ARTICLE 35 LEAVE OF ABSENCE

A. The Medical Center shall provide RNs with leaves of absence which are required by state and federal law. Currently, these leaves of absence are family medical leaves, pregnancy leaves, worker's compensation leaves and military leaves. Such leaves shall be granted and administered in accordance with the applicable state and/or federal laws.

B. The Medical Center shall also provide RNs with leaves of absence for medical leaves for non-occupational disabilities (i.e., not governed by federal or state family and medical leave statutes or the worker's compensation statutes), jury duty, witness duty and bereavement. The leaves specified in this Section B shall be administered in accordance with applicable Medical Center policy.

C. **Association Leave**

1. If a RN is elected or appointed to a position by the Union, the Medical Center will grant up to 6 individuals not from the same unit, or shift, a maximum of 3 months each for Association Leave.

2. RNs on Association Leave are not required to use PTO. They will not accrue PTO while on Association Leave. RNs will be responsible for COBRA premiums commencing the first day of the pay period following the start of the leave.

3. RNs will be guaranteed return to their existing position, status and shift following their Association Leave.

ARTICLE 36 SAFE PATIENT HANDLING

A. The Medical Center is committed to providing a safe working environment that includes a commitment to protect RNs from workplace injuries associated with the handling of patients. The Medical Center shall implement and administer a safe patient handling procedure in accordance with applicable law.

B. The Medical Center shall provide appropriate lifting devices and equipment and will provide periodic and on-going training to RNs on the appropriate use of such lifting devices and equipment, body mechanics to handle patients safely and the five areas of body exposure: vertical, lateral, bariatric, repositioning, and ambulation.

C. Reasonable efforts will be made to reduce the need for patient care providers to manually lift patients. Reasonable efforts may include the integration of mechanical lifts, education and appropriate training for staff involved in handling of patients. Should a RN believe it is warranted, the RN may request their manager to order an ergonomic evaluation of the work environment, including the RN's work space and equipment.

D. As the coordinator of care, RNs shall be responsible to evaluate each patient handling situation and shall participate as needed in patient handling in accordance with the RNs job description and professional judgment. In addition to the regularly scheduled ancillary nursing staff, appropriately trained staff will be designated to assist with patient lifting and handling where needed. Said staff will be available twenty-four hours per day and the Medical Center shall schedule sufficient staff so that one appropriately trained assistive staff may be assigned to a mobility/lifting/handling role for the following floors/areas (In-Patient Rehab Facility, 2, 3, 4, 5, 6 and 7) of the Medical Center, with recognition that such ability may be impacted by staff absences and leaves and patient safety needs, however, in such instances the Medical Center will make every reasonable effort to procure additional personnel.

E. A RN shall not be required to manually lift or otherwise handle any patient where the RN, in his or her professional judgment, has a belief that doing so will endanger the health or safety of either the RN or the patient.

F. The Professional Practice Committee is the appropriate forum to raise safety concerns related to this Article and/or the handling or movement of patients. The Medical Center shall give due and fair consideration to recommendations from the Professional Practice Committee that are intended to reduce workplace injuries associated with the movement or handling of patients.

ARTICLE 37 NURSE HEALTH AND SAFETY AND WORKPLACE VIOLENCE PREVENTION

A. **Nurse Health and Safety.** The Medical Center is committed to ensuring a safe and healthy workplace. In addition to consideration of recommendations made by the PPC as provided for in Article 16, the Medical Center maintains an Environment of Care Committee (“EOC”) which is tasked with safety, security, hazardous materials and waste, fire safety, medical equipment management, utilities management and emergency preparedness management.

1. The EOC shall meet at least once a quarter.

2. The EOC shall be comprised of management and non-management employees from throughout the Medical Center with responsibilities concerning the EOC’s tasks.

3. The Medical Center agrees to permit the Union to appoint two (2) RNs, one (1) from MemorialCare Long Beach Medical Center and one (1) from MemorialCare Miller Children’s and Women’s Hospital Long Beach. Such RNs time spent in official EOC meetings shall be considered hours worked. The Union shall rotate its appointment members to the EOC such that no member shall serve more than two (2) consecutive years without taking at least two (years) off.

B. **Workplace Violence Prevention.** The Medical Center and Union acknowledge a shared interest in a safe and healthy work environment, including prevention of any workplace violence. To that end, the Medical Center agrees to comply with all applicable local, state and federal health and safety laws and regulations. The Union similarly agrees to support the Medical Center’s efforts to ensure a safe and healthy work environment and the parties recognize it is the obligation of the Medical Center, the Union and each individual RN to adhere to all safety related laws, regulations and policies.

1. The parties agree on the following mutual goals:
 - (a) Maintenance of a safe work environment;
 - (b) Prohibition of workplace violence;
 - (c) Training in workplace safety;
 - (d) Prompt investigation of reported instances of workplace violence;
 - (e) Resources available to RNs who have experienced or are concerned with workplace violence issues; and
 - (f) Prohibition of retaliation for good-faith reports of workplace violence.
2. The Medical Center shall maintain a Workplace Violence Prevention Plan to protect RNs and employees in accordance with applicable laws and regulations. The EOC will be responsible for administration and compliance with the Plan, which as noted above shall include two (2) Nurses appointed by the Union.
3. As part of its efforts to provide a safe and healthy work environment, the Medical Center shall maintain security and access protocols and procedures designed to protect the employees and patients of the Medical Center and all employees and the Union are expected to adhere to these policies and abide by the direction of the security personnel entrusted with protecting the Medical Center. The parties also acknowledge that no employee or RN should have to endure any act of violence or threat or implied threat of violence from any other person and that should an employee or RN engage in such conduct it would be just cause to terminate their employment.
4. Any RN who feels he or she has experienced a threat or actual violent act by any other person should report the incident immediately in accordance with Medical Center policy. Any RN who is not satisfied with or has concerns regarding the Medical Center's response to a reported incident may raise the issue, with or without a RN Representative, to Human Resources which will investigate and respond to the RN's concerns.

C. With the exception of alleged violations of Section B(2) which may be addressed through the procedures of Article 9 and 10, the parties agree that the PPC is the proper forum for addressing issues, concerns or future recommendations from the Union regarding the administration of this Article.

ARTICLE 38 TECHNOLOGY

Utilization of technology should support the provision of safe, therapeutic, effective care by RNs. This occurs within the structure of the nursing process, including the exercise of clinical judgment in assessment, diagnosis, planning, implementation, and evaluation of patient care, and acting as a patient advocate.

Technology should be utilized in a manner to safeguard patient confidentiality.

Technology provides information and tools to support clinical decision making as appropriate. RNs will maintain accountability for actual clinical decision making, based on individualized patient needs within their scope of practice. RNs should inform the Medical Center in the event any technology or equipment is not available, working or in functioning order such that it is impacting their ability to provide the expected level of care. No RN shall be disciplined for informing the Medical Center of any such issues or for the issues caused by any such issue where the RN took all reasonable and necessary steps to perform his or her duties with the technology and equipment available.

The Professional Practice Committee may provide input regarding new technology affecting the delivery of direct patient care as well as the continued utilization, function, needed maintenance, replacement and repair of current technology and technological equipment. The Medical Center shall review and consider any input provided and provide a written response as provided for under Article 16.

ARTICLE 39 REGISTERED NURSE RESPONSE NETWORK

A. In the event that a RN wishes to provide assistance to victims of future natural disasters and other emergencies, the RN may apply for an unpaid personal leave of absence in accordance with the Leave of Absence provision of this Agreement.

B. The Union will provide all training and will be responsible for all logistics, coordination with local authorities, transportation, meals and lodging.

C. No RN engaged in such activity shall claim in any manner that she or he is representing or acting on behalf of the Medical Center.

D. The Medical Center will make reasonable efforts to accommodate RNs who wish to take volunteer assignments with the Registered Nurse Response Network. However, the Parties agree that the primary concern shall remain the patients and operations of the Medical Center. Accordingly, the Medical Center shall have full and complete discretion to determine whether or not grant such leave, including, but not limited to, the length of leave and the number of RNs on Registered Nurse Response Network Leave at any given time.

E. No RN shall use the granting of leave under this provision for any purpose other than as provided in this provision.

ARTICLE 40 DURATION AND TERMINATION

A. This Agreement shall become effective as of the date of ratification and shall continue through March 31, 2022 at 11:59 P.M. This Agreement shall automatically be renewed from year-to-year following expiration of this term, unless either the Medical Center or the Union gives written notice to the other party of intent to modify or negotiate a successor to this Agreement, at least 90 days prior to the expiration date, or, if automatically renewed, at least 90 days prior to the next anniversary date of expiration.

B. When any party provides notice pursuant to Section A above, negotiations shall begin no later than sixty (60) days prior to the applicable expiration date and shall continue until agreement or legal

impasse is reached; and during said negotiations, this Agreement shall remain in full force and effect, except that after such negotiations have commenced and continued for at least thirty (30) days, either party, on sixty (60) days' notice to the other, may terminate said Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective December 23, 2019.

CALIFORNIA NURSES ASSOCIATION

**MEMORIALCARE LONG BEACH
MEDICAL CENTER AND MILLER
CHILDREN'S & WOMEN'S HOSPITAL**

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
Sam Cook, Labor Representative

APPENDIX A - RN WAGE GRID

RN II				RN III				RN IV			
Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year
0	\$40.00	\$41.00	\$42.03	-	-	-	-	-	-	-	-
1	\$43.54	\$44.54	\$45.61	1	\$46.59	\$47.66	\$48.80	1	\$49.39	\$50.52	\$51.73
2	\$47.02	\$48.10	\$49.25	2	\$50.31	\$51.47	\$52.70	2	\$53.33	\$54.56	\$55.86
3	\$48.43	\$49.54	\$50.73	3	\$51.82	\$53.01	\$54.28	3	\$54.93	\$56.19	\$57.54
4	\$49.64	\$50.78	\$52.00	4	\$53.11	\$54.33	\$55.64	4	\$56.30	\$57.59	\$58.98
5	\$50.63	\$51.79	\$53.03	5	\$54.17	\$55.42	\$56.74	5	\$57.42	\$58.75	\$60.14
6	\$51.24	\$52.42	\$53.68	6	\$54.83	\$56.09	\$57.44	6	\$58.12	\$59.46	\$60.89
7	\$51.80	\$52.99	\$54.26	7	\$55.43	\$56.70	\$58.06	7	\$58.76	\$60.10	\$61.54
8	\$52.32	\$53.52	\$54.80	8	\$55.98	\$57.27	\$58.64	8	\$59.34	\$60.71	\$62.16
9	\$52.84	\$54.06	\$55.36	9	\$56.54	\$57.84	\$59.24	9	\$59.93	\$61.31	\$62.79
10	\$53.37	\$54.60	\$55.91	10	\$57.91	\$59.24	\$60.66	10	\$61.38	\$62.79	\$64.30
11	\$53.90	\$55.14	\$56.46	11	\$58.48	\$59.83	\$61.26	11	\$61.99	\$63.42	\$64.94
12	\$54.71	\$55.97	\$57.31	12	\$59.36	\$60.73	\$62.18	12	\$62.92	\$64.37	\$65.91

RN V				CNS				RNFA			
Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year
-	-	-	-	-	-	-	-	-	-	-	-
1	\$50.62	\$51.78	\$53.02	1	\$53.09	\$54.31	\$55.61	1	\$53.09	\$54.31	\$55.61
2	\$54.66	\$55.92	\$57.26	2	\$57.33	\$58.65	\$60.05	2	\$57.33	\$58.65	\$60.05
3	\$56.30	\$57.59	\$58.98	3	\$59.05	\$60.40	\$61.86	3	\$59.05	\$60.40	\$61.86
4	\$57.71	\$59.03	\$60.45	4	\$60.52	\$61.91	\$63.40	4	\$60.52	\$61.91	\$63.40
5	\$58.86	\$60.22	\$61.64	5	\$61.73	\$63.16	\$64.65	5	\$61.73	\$63.16	\$64.65
6	\$59.57	\$60.95	\$62.41	6	\$62.48	\$63.92	\$65.46	6	\$62.48	\$63.92	\$65.46
7	\$60.23	\$61.60	\$63.08	7	\$63.17	\$64.61	\$66.16	7	\$63.17	\$64.61	\$66.16
8	\$60.82	\$62.23	\$63.71	8	\$63.79	\$65.26	\$66.82	8	\$63.79	\$65.26	\$66.82
9	\$61.43	\$62.84	\$64.36	9	\$64.42	\$65.91	\$67.50	9	\$64.42	\$65.91	\$67.50
10	\$62.91	\$64.36	\$65.91	10	\$65.98	\$67.50	\$69.12	10	\$65.98	\$67.50	\$69.12
11	\$63.54	\$65.01	\$66.56	11	\$66.64	\$68.18	\$69.81	11	\$66.64	\$68.18	\$69.81
12	\$64.49	\$65.98	\$67.56	12	\$67.64	\$69.20	\$70.85	12	\$67.64	\$69.20	\$70.85

Flexible Resource			
1st Year	2nd Year	3rd Year	
\$52.12	\$53.93	\$55.80	

Scheduled Resource			
1st Year	2nd Year	3rd Year	
\$53.35	\$55.20	\$57.11	

Weekend Resource			
1st Year	2nd Year	3rd Year	
\$54.85	\$56.70	\$58.61	

Non-Benefit Per Diem Full-Time				
Parameters	1st Year	2nd Year	3rd Year	
1 - <3 Yrs	\$51.08	\$52.61	\$54.19	
3 - 10 Yrs	\$51.08	\$52.61	\$54.19	
> 10 Yrs	\$53.86	\$55.48	\$57.14	

Non-Benefit Per Diem Part-Time				
Parameters	1st Year	2nd Year	3rd Year	
1 - <3 Yrs	\$51.08	\$52.61	\$54.19	
3 - 10 Yrs	\$51.08	\$52.61	\$54.19	
> 10 Yrs	\$53.86	\$55.48	\$57.14	

**APPENDIX B- MEDICAL CENTER NON -BENEFIT STAFF-PER DIEM AND RESOURCE WAGES,
CATEGORIES AND REQUIREMENTS**

Note: The number of categories and/or resource positions available in any department is based on unit needs.

Option	Rate of Pay/hr.	Work Commitment / Requirements <u>8 hour Shifts</u>	Work Commitment / Requirements <u>12 hour Shifts</u> *12-hour work option may be required in clinical areas where this scheduling practice exists.
Flexible Resource	See Article 26/ Appendix A	Flexible Resource RNs are required to work at least four (4) shifts per four (4) week schedule, one (1) of which must be a weekend shift One (1) major holiday per year May self-cancel with 24 hour notice, but must meet minimum commitment	Flexible Resource RNs are required to work at least three (3) shifts per four (4) week schedule, one (1) of which must be a weekend shift One (1) major holiday per year May self-cancel with 24 hour notice, but must meet minimum commitment
Scheduled Resource	See Article 26/ Appendix A	Scheduled Resource RNs are required to commit to one of the following budgeted programs: <u>6 Shift program</u> - Must be pre-scheduled for a minimum of 48 hours per four (4) week schedule <u>8 Shift program</u> - Must be pre-scheduled for a minimum of 64 hours per four (4) week schedule Must work two (2) weekend shifts per schedule (or less per unit needs) One (1) major and one (1) minor holiday per year based on unit need No self-cancellation	Scheduled Resource RNs are required to commit to one of the following budgeted programs: <u>4 Shift program</u> - Must be pre-scheduled for a minimum of 48 hours per four (4) week schedule <u>5 Shift program</u> - Must be pre-scheduled for a minimum of 60 hours per four (4) week schedule Must work two (2) weekend shifts per schedule (or less per unit needs) One (1) major and one (1) minor holiday per year based on unit need No self-cancellation
Non-Benefit Staff- Per Diem Part-time	See Article 26/ Appendix A	Non-benefit Staff-Per Diem Part-time RNs are required to work at least ten (10) shifts per four (4) week schedule, four (4) of which must be weekend shifts (or less per unit needs) Holiday commitment will reflect the Vacation/Holiday Scheduling Policy. No self-cancellation Treated as Part-time employee in all aspects of employment except not benefit eligible	Non-benefit Staff-Per Diem Part-time RNs are required to work at least eight (8) shifts per four (4) week schedule, four (4) of which must be weekend shifts (or less per unit needs) Holiday commitment will reflect the Vacation/Holiday Scheduling Policy. No self-cancellation Treated as Part-time employee in all aspects of employment except not benefit eligible
Non-Benefit Staff- Per Diem Full-time	See Article 26/ Appendix A	Non-benefit Staff-Per Diem Full-time RNs are required to work at least eighteen (18) shifts per four (4) week schedule, four (4) of which must be weekend shifts (or less per unit needs) Holiday commitment will reflect the Vacation/Holiday Scheduling Policy. No self-cancellation Treated as Full-time employee in all aspects of employment except not benefit eligible	Non-benefit Staff-Per Diem Full-time RNs are required to work at least twelve (12) shifts per four (4) week schedule, four (4) of which must be weekend shifts (or less per unit needs) Holiday commitment will reflect the Vacation/Holiday Scheduling Policy. No self-cancellation Treated as Full-time employee in all aspects of employment except not benefit eligible
Weekend Only Resource	See Article 26/ Appendix A	Not Applicable	Weekend Only Resource staff are required to work six (6) weekend shifts per four (4) week schedule No self-cancellation More than one (1) unscheduled occurrence, e g , a Saturday or Sunday or a consecutive Saturday or Sunday, in a rolling three (3) month period nullifies this agreement and employee is eligible to apply for an open position in the Medical Center

(Cont'd.)

Note: The number of categories and/or resource positions available in any department is based on unit needs.

Option	Floating	Change of Status	Scheduling Practices
Flexible Resource	Required to float per Floating Article 22.	May convert to another resource plan every six months. May apply for full or part-time status at any time per current department job postings.	Schedule requests are submitted according to the scheduling time-frame requirements of the home based unit or the Central Staffing Office. Flexible Resource RN's shall make themselves available for their minimum commitment including weekend shift, after FT, PT, Non-Benefit Staff Per Diem (full and part time) and Scheduled Resource RNs have been scheduled.
Scheduled Resource	Required to float per Floating Article 22.	May convert to another resource plan every six months. May apply for full or part time status at any time per current department job postings.	Schedule requests are submitted according to the scheduling time-frame requirements of the home based unit or the Central Staffing Office. Scheduled Resource RNs shall make themselves available for their minimum commitment including weekend shifts, after FT, PT and Non-Benefit Staff Per Diem (full and part time) RNs have been scheduled. Scheduled Resource RNs will then be scheduled in the order of committed hours.
Non-Benefit Staff-Per Diem Part-time	Required to float per Floating Article 22.	May convert to another resource plan every six months. May apply for full or part time status at any time per current department job postings.	Schedule requests are submitted according to the scheduling time-frame requirements of the home based unit or the Central Staffing Office. <i>Non-benefit Staff-Per Diem Part-time</i> RNs are scheduled along with FT and PT benefited RNs.
Non-Benefit Staff-Per Diem Full-time	Required to float per Floating Article 22.	May convert to another resource plan every six months. May apply for full or part time status at any time per current department job postings.	Schedule requests are submitted according to the scheduling time-frame requirements of the home based unit or the Central Staffing Office. <i>Non-benefit Staff-Per Diem Full-time</i> RNs are scheduled along with FT and PT benefited RNs.

<p>Weekend Only Resource</p>	<p>Required to float per Floating Article 22.</p>	<p>May convert to another resource plan every six months. May apply for full or part time status at any time per current department job postings.</p>	<p>Schedule requests are submitted according to the scheduling time-frame requirements of the home based unit or the Central Staffing Office. Weekend shifts start on Friday at 3 p.m. and end on Monday at 7am and are based on the needs of the unit. Shifts worked during this period will be paid at the Weekend Resource rate; all other shifts will be paid at the Flexible Resource rate.</p>
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APPENDIX C- NURSE PRACTITIONERS

Nurse Practitioners (“NP”s) shall be treated and compensated in the following manner:

1. Continued Recognition: The NPs are covered by the Agreement and the Medical Center recognizes the Union as their exclusive bargaining representative pursuant to Article 2.

2. Professional Duties: The Medical Center’s NPs are persons employed in a professional capacity in the field of medicine, certified and licensed as nurse practitioners, who are primarily engaged in performing duties for which certification is required pursuant to Article 8 of Chapter 6 of Division 2 of the California Business and Professions Code. NPs regular duties require customary and regular exercise of discretion within their scope of practice.

3. Salary Basis: The parties agree and acknowledge that each of the NPs employed by the Medical Center are expected to and do perform duties and otherwise meet the criteria which qualifies them to be considered “exempt” for overtime under the Fair Labor Standard Act, the California Labor Code and California Industrial Welfare Commission Order Number 5 Section 1(B)(3)(g)(iii). All NPs have been and, with the exception of employees working under the NP-S classification, shall continue to be compensated on a salary basis and shall be exempt from any overtime premiums.

a. Salaries: For the avoidance of doubt NP-1s and NP-2s shall be paid on a salary basis and shall receive a weekly salary in accordance with the applicable chart in Paragraph 6 below.

b. FTE Salaries: Due to the fluctuating needs of departments and/or individual requests or needs of the NPs, some NPs may be hired at a full time equivalent (“FTE”) less than 1.0, with FTEs anywhere between .5 to .9. In such circumstances the NP’s salary shall be based on their allocated full time equivalent; for example a .9 FTE NP whose years of experience would paid a weekly salary of \$2,000 according to the salary chart in Paragraph 6 below would receive weekly salary of \$1,800 [($.9 \times \$2,000.00$)]. Notwithstanding the adjusted FTE salary, the NP-1s and NP-2s shall be classified as exempt and nothing about adjusted salary in any way alters or impacts the exempt nature of their work.

c. No Additional Compensation: The NPs’ salary shall constitute the full monetary contractual compensation due to NPs under this Agreement. For the avoidance of doubt the NPs shall not be entitled to overtime compensation, shift differentials, shift bonuses, relief coordinator pay, preceptor pay, stand-by pay, call back pay or any similar differentials or additional compensation whether under this Agreement or otherwise.

i. DEA Certificate: Notwithstanding the above, NPs whose position requires they maintain a DEA Certificate in order to do the regular functions of their job shall be reimbursed by the Medical Center for any certificate or renewal obtained during the term of this Agreement.

4. NP-S Classification: To accommodate the various scheduling needs of the Medical Center and provide added occupational flexibility to NPs the parties established the “NP-S” and “NP2-S” classifications. NP-S and NP2-S’s will be nurse practitioners who like the other NPs will meet the duties and other requirements of an exempt employee but who will be scheduled on a per shift basis and paid a hourly rate in accordance with the applicable chart in Paragraph 6 below.

a. Overtime: The NP-S and NP2-S's shall be entitled to premium overtime pay in accordance with Article 25, Section A.

b. Additional Compensation: The NP-S and NP2-S's hourly wage together with any applicable shift differential under the Agreement (including any applicable overtime) shall constitute the full monetary compensation due to NPs under this Agreement.

i. DEA Certificate: Notwithstanding the above, NPs whose position requires they maintain a DEA Certificate in order to do the regular functions of their job shall be reimbursed by the Medical Center for any certificate or renewal obtained during the term of this Agreement.

5. RNs Working NP Secondary Job Code ("RN/NP-2d"): As a result of the occasional or fluctuating need for qualified nurse practitioners and the acknowledgement that certain employees are employed under the RN II, III or IV classifications but are also certified and licensed as NPs. The parties have agreed that such RN IIs, IIIs or IVs may work in a NP capacity under a secondary job code and when they do so they shall be paid an hourly rate in accordance with the applicable chart in Paragraph 6 below.

a. Overtime: The RN/NP-2ds shall be entitled to premium overtime pay pursuant to the provisions of the Agreement, including daily overtime when working more than twelve (12) hours in a workday.

b. Additional Compensation: The RN/NP-2ds shall be entitled to differentials and other compensation pursuant to the provisions of the Agreement applicable to non-NP RNs.

(continued on next page)

6. **Salary and Wages Rates:**

NP I (Weekly Rate)			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$2,150.40	\$2,200.00	\$2,252.80
2	\$2,258.00	\$2,310.00	\$2,365.60
3	\$2,359.60	\$2,414.00	\$2,472.00
4	\$2,465.60	\$2,522.80	\$2,583.20
5	\$2,539.60	\$2,598.40	\$2,660.80
6	\$2,564.80	\$2,624.40	\$2,687.60
7	\$2,581.60	\$2,641.60	\$2,705.20
8	\$2,607.60	\$2,668.00	\$2,732.40
9	\$2,627.20	\$2,688.00	\$2,752.80
10	\$2,640.40	\$2,701.60	\$2,766.40
11	\$2,666.80	\$2,728.80	\$2,794.00
12	\$2,693.60	\$2,756.00	\$2,822.00

NP2 (Weekly Rate)			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$2,209.60	\$2,260.40	\$2,314.80
2	\$2,320.00	\$2,373.60	\$2,430.80
3	\$2,424.40	\$2,480.40	\$2,540.00
4	\$2,533.60	\$2,592.00	\$2,654.40
5	\$2,609.60	\$2,670.00	\$2,734.00
6	\$2,635.20	\$2,696.40	\$2,761.60
7	\$2,652.40	\$2,714.40	\$2,779.60
8	\$2,679.20	\$2,741.20	\$2,807.60
9	\$2,699.60	\$2,762.00	\$2,828.40
10	\$2,713.20	\$2,776.00	\$2,842.40
11	\$2,740.00	\$2,804.00	\$2,870.80
12	\$2,767.60	\$2,831.60	\$2,899.60

NP-S/NP-2d			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$53.76	\$55.00	\$56.32
2	\$56.45	\$57.75	\$59.14
3	\$58.99	\$60.35	\$61.80
4	\$61.64	\$63.07	\$64.58
5	\$63.49	\$64.96	\$66.52
6	\$64.12	\$65.61	\$67.19
7	\$64.54	\$66.04	\$67.63
8	\$65.19	\$66.70	\$68.31
9	\$65.68	\$67.20	\$68.82
10	\$66.01	\$67.54	\$69.16
11	\$66.67	\$68.22	\$69.85
12	\$67.34	\$68.90	\$70.55

NP2-S			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$55.24	\$56.51	\$57.87
2	\$58.00	\$59.34	\$60.77
3	\$60.61	\$62.01	\$63.50
4	\$63.34	\$64.80	\$66.36
5	\$65.24	\$66.75	\$68.35
6	\$65.88	\$67.41	\$69.04
7	\$66.31	\$67.86	\$69.49
8	\$66.98	\$68.53	\$70.19
9	\$67.49	\$69.05	\$70.71
10	\$67.83	\$69.40	\$71.06
11	\$68.50	\$70.10	\$71.77
12	\$69.19	\$70.79	\$72.49

NP Resource		
1st Year	2nd Year	3rd Year
\$66.17	\$67.56	\$68.98

APPENDIX D - RN EDUCATORS

RN Educators shall be treated and compensated in the following manner:

1. Continued Recognition: The RN Educators are covered by the Agreement and the Medical Center recognizes the Union as their exclusive bargaining representative pursuant to Article 2.

2. Exempt Duties: The Medical Center's RN Educators are persons employed in a professional, executive and/or administrative capacity in the field of medicine who are primarily responsible for instructing, administering, training, educating, and observing RNs and evaluating and assessing the skills and educational needs of RNs. RN Educators also have input on the skills competency and work performance of RNs and make recommendations on clinical advancement opportunities for RNs. RN Educators also develop quality assurance and performance improvement processes and participate in the development and implementation of education and certification programs within the Medical Center. RN Educators' regular duties require customary and regular exercise of discretion and independent judgement within their scope of practice, and RN Educators' have autonomy in the performance of their regular duties and perform such regular duties under only general supervision. The RN Educator position places strong emphasis on bridging educational needs with clinical performance in patient care areas. RN Educators develop a comprehensive plan for meeting the educational needs of the staff in their unit and carry out that plan to support high quality and excellence in patient care. Except for RN Educators explicitly designated by the Medical Center or hired into the RN Educator-S classification described below, all RN Educators shall be treated exempt effective the first full pay period following ratification of this Agreement.

3. Salary Basis: The parties agree and acknowledge that each of the RN Educators employed by the Medical Center are expected to and do perform duties and otherwise meet the criteria which qualifies them to be considered "exempt" for overtime under the Fair Labor Standard Act, the California Labor Code and California Industrial Welfare Commission Order Number 5 Sections 1(B).

a. Salaries: For the avoidance of doubt RN Educators shall be paid on a salary basis and shall receive a weekly salary in accordance with the applicable chart in Paragraph 6 below.

b. FTE Salaries: Due to the fluctuating needs of departments and/or individual requests or needs of the RN Educators, some RN Educators may be hired at a full time equivalent ("FTE") less than 1.0, with FTEs anywhere between .5 to .9. In such circumstances the RN Educator's salary shall be based on their allocated full time equivalent; for example a .9 FTE RN Educator whose years of experience would paid a weekly salary of \$2,000 according to the salary chart in Paragraph 6 below would receive weekly salary of \$1,800 $[(.9 \times \$2,000.00)]$. Notwithstanding the adjusted FTE salary, the RN Educators shall be classified as exempt and nothing about adjusted salary in any way alters or impacts the exempt nature of their work.

c. Flexible Work Schedule: Given the nature of their work salaried RN Educators shall have the flexibility, in consultation with their Director, to self-schedule their work day as necessary to meet the requirements of their job and their schedule and hours will fluctuate accordingly with RN Educators working an average of thirty-five (35) to forty-five (45) hours per week, with mutual recognition sometimes work requirements may at time result in less or more hours in a week as necessary. RN Educators shall not be required to work excessive hours and should a RN Educator believe their workload is unmanageable they may request a meeting with their Director, Human Resources Business Partner and a RN or Labor Representative to discuss.

d. No Additional Compensation: The RN Educators' salary shall constitute the full monetary compensation due to RN Educators under this Agreement. For the avoidance of doubt the RN Educators shall not be entitled to overtime compensation, shift differentials, shift bonuses, relief coordinator pay, preceptor pay, stand-by pay, call back pay or any similar differentials or additional compensation whether under this Agreement or otherwise.

e. Continuing Education: Although RNs in an exempt position do not accrue Education Leave, RN Educators shall be permitted the flexibility to pursue continuing education during the course of a regular work week without loss of pay. Specifically, and provided that it does not interfere with their job duties and is communicated to their director, exempt RN Educators shall be permitted time away from the Medical Center to take BRN-approved courses that complement their current position, advance their skills as RN Educators, satisfy their continuing education requirements, and/or count toward obtaining or maintaining non-mandatory professional certifications and, with advance approval, will also be permitted to attend job appropriate training conferences and seminars.

4. RN Educator-S Classification: To accommodate the various scheduling needs of the Medical Center and provide added occupational flexibility to RN Educators the parties established the "RN Educator-S" classification. RN Educator-S will be RN Educators who like the other RN Educators will meet the duties and other requirements of an exempt employee but who will be scheduled on a per shift basis and paid an hourly rate in accordance with the applicable chart in Paragraph 6 below.

a. Overtime: The RN Educator-S's shall be entitled to premium overtime pay in accordance with Article 25, Section A.

b. Additional Compensation: The RN Educator-S's hourly wage together with any applicable shift differential under the Agreement (including any applicable overtime) shall constitute the full monetary compensation due to RN Educators under this Agreement.

5. The RN Educator position is an advanced nursing position requiring specialized skills, training, education and competencies as determined by the Medical Center for their specific areas of education. As such, the RN Educator position falls outside the clinical ladders and professional

advancement boards. Rather, the RN Educator position is awarded to the most qualified RN IV equivalent (or higher) RN with the appropriate skills, education, competencies and experience for the particular areas of education required by the position and RN Educators do not need to resubmit annual revalidation of their level elements provided they continue to maintain and meet the expectations of their position.

6. Salary and Wages Rates:

RN CLINICAL EDUCATOR (Weekly Rate)			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$2,000.30	\$2,046.06	\$2,095.07
2	\$2,159.87	\$2,209.68	\$2,262.33
3	\$2,224.67	\$2,275.70	\$2,330.37
4	\$2,280.15	\$2,332.40	\$2,388.69
5	\$2,325.51	\$2,379.38	\$2,435.67
6	\$2,353.86	\$2,408.13	\$2,466.05
7	\$2,379.78	\$2,434.05	\$2,492.37
8	\$2,403.27	\$2,458.76	\$2,517.48
9	\$2,427.17	\$2,483.06	\$2,543.00
10	\$2,485.89	\$2,543.00	\$2,604.15
11	\$2,510.60	\$2,568.51	\$2,630.07
12	\$2,548.26	\$2,606.99	\$2,669.36

RN CLINICAL EDUCATOR S			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$50.01	\$51.15	\$52.38
2	\$54.00	\$55.24	\$56.56
3	\$55.62	\$56.89	\$58.26
4	\$57.00	\$58.31	\$59.72
5	\$58.14	\$59.48	\$60.89
6	\$58.85	\$60.20	\$61.65
7	\$59.49	\$60.85	\$62.31
8	\$60.08	\$61.47	\$62.94
9	\$60.68	\$62.08	\$63.57
10	\$62.15	\$63.57	\$65.10
11	\$62.76	\$64.21	\$65.75
12	\$63.71	\$65.17	\$66.73

RN CLINICAL EDU Resource		
1st Year	2nd Year	3rd Year
\$59.49	\$60.85	\$62.31

APPENDIX E- CLINICAL RN INSTRUCTORS

Clinical RN Instructors shall be treated and compensated in the following manner:

1. Continued Recognition: The Clinical RN Instructors are covered by the Agreement and the Medical Center recognizes the Union as their exclusive bargaining representative pursuant to Article 2.

2. Exempt Duties: The Medical Center's Clinical RN Instructors are persons employed in a professional, executive and/or administrative capacity in the field of medicine who are primarily responsible for providing nursing clinical and classroom instruction to nursing students as part of an accredited higher education program; directing, managing, training, and supervising nursing students during their clinical rotations at the Medical Center; and evaluating and assessing the development of nursing students in a clinical environment. Clinical RN Instructors' regular duties require customary and regular exercise of discretion and independent judgment within their scope of practice, and Clinical RN Instructors have autonomy in the performance of their regular duties and perform such regular duties under only general supervision. Clinical RN Instructors use their professional discretion in teaching/advising students, preparing for class, evaluating student performance, and working collaboratively with colleagues, including participation in Medical Center and campus committees and other related activities. Except for Clinical RN Instructors explicitly designated by the Medical Center or hired into the Clinical RN Instructor-S classification described below, all Clinical RN Instructors shall be treated exempt effective the first full pay period following ratification of this Agreement.

3. Salary Basis: The parties agree and acknowledge that each of the Clinical RN Instructors employed by the Medical Center are expected to and do perform duties and otherwise meet the criteria which qualifies them to be considered "exempt" for overtime under the Fair Labor Standard Act, the California Labor Code and California Industrial Welfare Commission Order Number 5 Sections 1(B).

a. Salaries: For the avoidance of doubt Clinical RN Instructors shall be paid on a salary basis and shall receive a weekly salary in accordance with the applicable chart in Paragraph 8 below.

b. FTE Salaries: Due to the fluctuating needs of departments and/or individual requests or needs of the Clinical RN Instructors, some Clinical RN Instructors may be hired at a full time equivalent ("FTE") less than 1.0, with FTEs anywhere between .5 to .9. In such circumstances the Clinical RN Instructors' salary shall be based on their allocated full time equivalent; for example a .9 FTE Clinical RN Instructors whose years of experience would paid a weekly salary of \$2,000 according to the salary chart in Paragraph 6 below would receive weekly salary of \$1,800 $[(.9 \times \$2,000.00)]$. Notwithstanding the adjusted FTE salary, the Clinical RN Instructors shall be classified as exempt and nothing about adjusted salary in any way alters or impacts the exempt nature of their work.

c. Flexible Work Schedule: Given the nature of their work salaried Clinical RN Instructors shall have the flexibility, in consultation with their Director, to schedule their work day as necessary to meet the requirements of their job and their schedule and hours will fluctuate accordingly with Clinical RN Instructors working an average of thirty-five (35) to forty-five (45) hours per week, with mutual recognition sometimes work requirements may at time result in less or more hours in a week as necessary. A fulltime (1.0 FTE) Clinical RN Instructor shall generally be responsible for teaching two classes per Fall and Spring semesters and one class per Summer session. Clinical RN Instructors shall not be required to work excessive hours and should a Clinical RN Instructor believe their workload is unmanageable they may request a meeting with their Director, Human Resources Business Partner and a RN or Labor Representative to discuss.

d. No Additional Compensation: The Clinical RN Instructors' salary shall constitute the full monetary compensation due to Clinical RN Instructors under this Agreement. For the avoidance of doubt the Clinical RN Instructors shall not be entitled to overtime compensation, shift differentials, shift bonuses, relief coordinator pay, preceptor pay, stand-by pay, call back pay or any similar differentials or additional compensation whether under this Agreement or otherwise.

4. Clinical RN Instructors-S Classification: To accommodate the various scheduling needs of the Medical Center and provide added occupational flexibility to Clinical RN Instructors the parties established the "Clinical RN Instructor-S" classification. Clinical RN Instructor-S will be Clinical RN Instructors who like the other Clinical RN Instructors will meet the duties and other requirements of an exempt employee but who will be scheduled on a per shift basis and paid an hourly rate in accordance with the applicable chart in Paragraph 8 below.

a. Overtime: The Clinical RN Instructor-S's shall be entitled to premium overtime pay in accordance with Article 25, Section A.

b. Additional Compensation: The Clinical RN Instructor-S's hourly wage together with any applicable shift differential under the Agreement (including any applicable overtime) shall constitute the full monetary compensation due to Clinical RN Instructor-S's under this Agreement.

5. RNs Working Clinical RN Instructor Secondary Job Code ("CNI-2d"): As a result of the occasional or fluctuating need for qualified Clinical RN Instructor and the acknowledgement that certain employees are employed under the RN II, III or IV classifications but are also qualified to be Clinical RN Instructor. The parties have agreed that such RN IIs, IIIs or IVs may work in a Clinical RN Instructor capacity under a secondary job code and when they do so they shall be paid an hourly rate in accordance with the applicable chart in Paragraph 8 below.

a. Overtime: The CNI-2ds shall be entitled to premium overtime pay pursuant to the provisions of the Agreement, including daily overtime when working more than twelve (12) hours in a workday.

b. Additional Compensation: The CNI-2ds shall be entitled to differentials and other compensation pursuant to the provisions of the Agreement applicable to non-Clinical RN Instructors.

6. Travel Reimbursement: The Medical Center and the Union recognize that Clinical Nurse Instructors have two primary work locations: California State University Long Beach and the Medical Center. Travel expenses incurred to report to or return home from a primary work location are not reimbursable. Travel expenses exceeding travel to a primary work location incurred to report to a location other than a primary work location or travel between locations during the work day for the purpose of performing the Clinical Nurse Instructor job are reimbursable at the prevailing standard mileage rate established by the Internal Revenue Service.

7. Flexibility and Work From Home: Due to the nature of Clinical Nurse Instructors' job duties, it is not always necessary for Clinical Nurse Instructors to perform their job duties at a particular work location. When appropriate, and provided that it does not interfere with their job duties, Clinical Nurse Instructors have the flexibility to work from home.

8. Salary and Wages Rates:

CNI (Weekly Rate)			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$2,025.80	\$2,072.20	\$2,121.80
2	\$2,187.40	\$2,237.80	\$2,291.40
3	\$2,253.00	\$2,304.60	\$2,360.20
4	\$2,309.40	\$2,362.20	\$2,419.00
5	\$2,355.40	\$2,409.80	\$2,466.60
6	\$2,383.80	\$2,439.00	\$2,497.40
7	\$2,410.20	\$2,465.00	\$2,524.20
8	\$2,433.80	\$2,490.20	\$2,549.40
9	\$2,458.20	\$2,514.60	\$2,575.40
10	\$2,517.40	\$2,575.40	\$2,637.40
11	\$2,542.60	\$2,601.40	\$2,663.40
12	\$2,580.60	\$2,640.20	\$2,703.40

CNI-S/CNI-2d			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$50.62	\$51.78	\$53.02
2	\$54.66	\$55.92	\$57.26
3	\$56.30	\$57.59	\$58.98
4	\$57.71	\$59.03	\$60.45
5	\$58.86	\$60.22	\$61.64
6	\$59.57	\$60.95	\$62.41
7	\$60.23	\$61.60	\$63.08
8	\$60.82	\$62.23	\$63.71
9	\$61.43	\$62.84	\$64.36
10	\$62.91	\$64.36	\$65.91
11	\$63.54	\$65.01	\$66.56
12	\$64.49	\$65.98	\$67.56

CNI Resource		
1st Year	2nd Year	3rd Year
\$60.23	\$61.60	\$63.08

APPENDIX F- EDUCATION LEAVE ADVANCE FORMS

**REQUEST FOR EDUCATION LEAVE ADVANCE AND REPAYMENT
AUTHORIZATION**

I, **[EMPLOYEE'S NAME]**, acknowledge, that as a benefit to me, I accrue and am entitled to use paid Educational Leave under the collective bargaining agreement between Long Beach Memorial Medical Center ("Medical Center") and the California Nurses Association. As of the date of this request I do not have sufficient accrued Education Leave to cover recently completed continuing education. Accordingly, I hereby request the Medical Center advance me Education Leave of _____ **Hours** (the "Advance Amount") sufficient to cover my recently completed continuing education. I certify that the Advance Amount, together with any other Education Leave previously taken does not exceed my full calendar year Education Leave entitlement.

The Advance Amount shall be repaid through the regular accrual throughout the calendar year. I acknowledge that this advance is for my benefit and that in the event my employment ends for any reason prior to accrual of sufficient Educational Leave to fully recoup the Advance Amount and I have an obligation to repay any remainder at separation. If that happens, I agree that if applicable under the collective bargaining agreement at the time of my separation I will sign another authorization authorizing the Company, to the extent legally permissible, to deduct the balance due from any money due to me from my final paycheck or from money due to me for any other reason. If the amount of my final paycheck is not sufficient to repay the entire Advance Amount, I will repay the balance by personal check (or other legal tender) at that time.

I make this Request For Education Leave Advance And Repayment Authorization for my own personal benefit and do so freely, voluntarily, and knowingly and with the intention that these deductions be made as permitted under applicable state, federal and local law.

Signature of Employee

Date

Approved by:

Signature

Name (printed): _____

Title: _____

Date: _____

AUTHORIZATION TO MAKE DEDUCTIONS FROM FINAL WAGES

On _____ 20__, I, [EMPLOYEE'S NAME], entered into a Request For Education Leave Advance And Repayment Authorization ("Promise to Repay Agreement") with Long Beach Memorial Medical Center ("Medical Center"), under which, for my own personal benefit, the Company provided me with an Education Leave advance in the amount of \$_____, representing ____ **Hours** of Education Leave.

As my employment with the Medical Center will end on _____, 20__ and I currently have yet to accrue sufficient Education Leave to recoup the Advanced Amount, an outstanding Advance Amount of \$_____, will remain on the date of my separation. I confirm that I do and will owe the Medical Center this entire amount on the day of my separation.

As a benefit and convenience to me, I hereby request and authorize the Medical Center to deduct the entire un-recouped portion of the Advance Amount, totaling \$_____, from any money due to me in my final pay check, including, but not limited to, from wages, PTO pay, travel and expense reimbursement, or from money due to me for any other reason. If my final pay, minus statutory minimums, is not sufficient to satisfy the entirety of my authorized deduction, I request and authorize the Medical Center deduct the maximum amount possible and I agree I will remain fully responsible for repaying that portion of the Advance Amount that has not been repaid and will pay that amount by personal check (or other legal tender) on the final day of my employment.

I enter into this Authorization To Make Deductions From Final Wages with the intention that these deductions be made as permitted under applicable state, federal and local law.

I authorize this deduction for my own personal benefit and do so freely, voluntarily, and knowingly.

Signature of Employee

Date

Approved by:

Signature

Name (printed): _____

Title: _____

Date: _____

A

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN



AND



CALIFORNIA NURSES ASSOCIATION

June 24, 2022 – March 31, 2025

CNA-Glendale
225 West Broadway, Suite 500
Glendale, California 91204
(818) 240-1900
www.calnurses.org

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ARTICLE 1 AGREEMENT

This Agreement made and entered into as of June 24, 2022 is by and between MemorialCare Long Beach Medical Center and Miller Children's & Women's Hospital Long Beach hereinafter jointly referred to as the "Medical Center" and the California Nurses Association hereinafter referred to as the "Union" and/or "Association."

ARTICLE 2 RECOGNITION

A. Pursuant to the certification of the National Labor Relations Board in Case No. 21-RC-20399, the Medical Center recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time, Non-Benefit Per Diem and Resource registered nurses employed in the classifications listed in Appendix A and Appendix B, hereinafter referred to as "RNs", and employed by the Medical Center at its facilities located at 2801 Atlantic Ave., including outpatient facilities, as of the effective date of this Agreement, operating under the license of the Medical Center located at 2801 Atlantic Ave., Long Beach, California.

B. In accordance with Federal Labor Law, excluded from coverage under this Agreement are all other employees including, but not limited to, office clerical employees, Case Manager 1, Customer Relations Coordinators, Quality Coordinator, Infection Control Professionals, Residency Coordinators, Residency Coordinator-Pediatrics, Registered RNs employed at Transitional Rehabilitation Services, managerial employees, confidential employees including, but not limited, to Administrative RN Specialists, Nursing Data Analysts, and all other professional employees, guards and supervisors as defined in the National Labor Relations Act including, but not limited to, Senior Vice President, Vice President, Clinical Director, Administrative Director, Clinical Operations Manager, Clinical Operations Supervisor, Assistant Unit Manager, Executive Director, House Supervisor, Program Director, Program Manager, Shift Manager and Supervisor.

Disputes concerning the interpretation and application of this Article are not subject to the grievance and arbitration provisions of Article 9 and 10 and shall be resolved by the National Labor Relations Board.

ARTICLE 3 MANAGEMENT RIGHTS

A. Unless specifically addressed and controlled by this Agreement and subject to the laws and regulations governing the health care industry, patient care, nursing practice and other health care providers, the Medical Center has the right to manage and operate its business, including the Medical Center's management rights to determine, create, adopt and/or implement and to change, discontinue, alter, and/or modify in whole or in part, temporarily or permanently, any of the following:

1. The number, location, or types of programs, services, units, facilities and organizations.
2. The medical and patient care standards, methods and procedures.
3. The price of all products and services, the price of all purchases, and the corporate and financial structure of the Medical Center.

ARTICLE 6 WORK DISRUPTION

A. The Medical Center and the Union acknowledge that the Medical Center differs in its operations from other non-healthcare industries because of the type of service it renders to the community and for humanitarian reasons. Therefore, during the term of this Agreement, including any continuation thereof, the parties agree to the conditions of this Article.

B. Neither the Union nor the RNs shall threaten to or participate in any strike, walkout, sickout, sympathy strike or other work stoppage (Work Stoppage), reduce the quantity or quality of the RNs' work for the Medical Center (Slowdown), or obstruct the work of others employed by the Medical Center, or obstruct the work of others not employed by the Medical Center but doing work for the Medical Center (Interference) during the life of this Agreement.

C. The Medical Center, for its part, agrees that there shall be no lockout of RNs during the term of this Agreement.

D. Disputes contending that there are violations of Sections B, C, and D of this Article shall not be subject to the grievance and arbitration provisions contained in Articles 9 and 10.

E. Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this Article, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently any of the following courses of action.

1. Submit such claim directly to an appropriate court and such claim may be submitted without regard to the arbitration provisions set forth herein. Each party hereby waives its right to remove any such action instituted to a Federal Court.

2. Submit such claim to arbitration as follows: The claim shall be filed orally with any one of the following arbitrators: Fred Horowitz, Sara Adler, Angela Reddock-Wright, Mark Burstein, or Michael Rappaport and the other party shall be notified orally. The arbitration hearing shall be held within eight (8) hours (or as soon thereafter as is possible) after filing of the claim. Continuance of said hearing shall be determined by the arbitrator. Absence from or nonparticipation at the hearing by any party shall not prevent the issuance of an award. Hearing procedures which will expedite the hearing may be ordered at the arbitrator's discretion and the arbitrator may close the hearing in his or her sole discretion when the arbitrator decides that he or she has heard sufficient evidence to satisfy issuance of an award. The arbitrator's award shall be rendered as expeditiously as possible and in no event later than twelve (12) hours after the close of the hearing. In the event the arbitrator finds that this Article has been violated, the arbitrator shall, as a part of his or her award, enjoin any continued or prospective violations of this Article, and further shall specifically order that all normal operations be resumed at once. The arbitrator is empowered to award damages for any violations of this Article. The award of the arbitrator shall be final and binding upon the parties. The award may be enforced in any appropriate court as soon as possible after its rendition with written notice to the party or parties against whom such enforcement is sought and each party hereby waives its right to remove any such action initiated in a State Court to the Federal Court. The fee of the arbitrator and all necessary expenses of the hearing, including a stenographic reporter if employed, shall be equally divided between the parties.

F. Any RN who participates in work stoppage that is found to be in violation of this Article may be subject to discipline up to termination and shall not have recourse to the grievance procedure.

G. Neither the Union nor its agents shall purchase billboard, bench, newspaper, TV, radio, magazine or other advertisements disparaging the Medical Center or its employees or management or services during the life of this Agreement.

H. Neither the Medical Center nor its agents shall purchase billboards, bench, newspaper, TV, radio, magazine or other advertisements disparaging the Union or its services or employees or management during the life of this Agreement.

I. The Union will not place or cause anyone to place the Medical Center or the Medical Center's products or services on any "We Do Not Patronize" or "Unfair" lists.

ARTICLE 7 NO DISCRIMINATION

There shall be no discrimination by the Medical Center or the Union of any kind against any RN on account of race, color, ancestry, political belief, sexual orientation or preference, religion, sex, marital status, national origin, age, physical or mental disability, medical condition, citizenship, pregnancy or membership in or activity on behalf of a labor organization as provided by law. Both parties are permitted to take all action necessary to comply with all applicable federal, state and local laws and regulations, including any new laws and regulations enacted during the term of this Agreement.

ARTICLE 8 DISCHARGE AND DISCIPLINE

The right to maintain discipline is vested exclusively with the Medical Center. A RN may only be disciplined or discharged for just cause. The Union shall be timely notified of all RN suspensions and discharges within two (2) days as defined in Article 9 below. The RN shall be notified whenever documented discipline is placed in their personnel file and will have access to their personnel file in accordance with California law.

A RN, upon his or her request, is entitled to have a Union representative present during an investigatory interview where the RN reasonably believes that such interview will result in disciplinary action.

Unpaid investigatory leave shall be no longer than the twenty-four (24) scheduled hours following the initial date of the investigatory suspension. All scheduled shifts thereafter shall be paid until conclusion of the investigation.

The discipline or discharge of a probationary RN may be done at any time during the initial probationary period at management's discretion. The Medical Center may extend the initial probationary period at its own discretion in lieu of termination. A RN who is on his or her initial probationary period who is disciplined or discharged shall not have access to the grievance procedure.

digits only), and dates of hire of new hires and the names and units of RNs who have resigned or who have been terminated.

D. Maintenance of Membership. Upon notice from the Union and after counseling by the Union, a RN who, after the applicable timelines provided in Section A of this Article, fails or refuses to agree to join the Union or agree to pay the service fee shall be given 14 days written notice. If a RN does not join or agree to pay within the 14 days, the Union shall provide written notice to the Medical Center requiring the RN be removed from the next unpublished schedules until the RN joins or agrees to pay. The Union shall administer this provision in a nondiscriminatory manner, regardless of a RN's prior protected activities or union membership.

E. Indemnification. The Union shall indemnify and hold harmless the Medical Center and all persons acting on behalf of the Medical Center against any legal responsibilities, claims, demands or other forms of liability and costs whatsoever, including the cost for legal representation of the Medical Center or persons acting on behalf of the Medical Center, arising, directly or indirectly, from the Medical Center's compliance with this Article.

ARTICLE 12 BARGAINING UNIT INFORMATION

On a facility and departmental basis, the Medical Center shall supply an electronic database list of all RNs covered by the Agreement by name, address, telephone number, social security number (last 4 digits only), e-mail address, wage rate, seniority date, employment status, FTE count, job title, unit and shift to the designated Labor Representative or his/her designee no later than thirty-one (31) days after the ratification of this Agreement.

Thereafter, the Medical Center shall supply monthly the above information regarding hired and terminated RNs and RNs transferring into the bargaining unit during the preceding month and a master list quarterly.

The Union shall indemnify the Medical Center and all persons acting on behalf of the Medical Center against any legal responsibilities, pay money or otherwise, of any form whatsoever, including the costs of legal representation of the Medical Center or persons acting on behalf of the Medical Center, arising, directly, or indirectly from the Medical Center's compliance with these provisions.

ARTICLE 13 BULLETIN BOARDS

The Medical Center shall maintain the current number of Union bulletin boards for posting official union business, but not Union or other Union campaign materials. The Medical Center shall also permit the Union to utilize a dedicated bulletin board space of up to 24" x 36" as part of the centralized Medical Center bulletin boards across from Human Resources. No material shall be posted on a bulletin board until approved for posting and initialed by Executive Director of Human Resources. Posted material shall bear the date and identity of the Union. Any material posted by the Union in any location shall not be controversial, misleading, contain any deliberate misstatements, or violate any federal, state or county laws. In addition, the Union shall not post any notice which (1) involves a politician, political candidate, or political issue, or (2) disparages or demeans the Medical Center, its affiliates, or related entities or any individual.

ARTICLE 14 RN REPRESENTATIVES

A. The Union may appoint RNs to serve as RN Representatives. The Union shall notify the Medical Center in writing, pursuant to notice provisions of this Agreement, of the names of the RN Representative and the specific authority of the RN Representative to act on behalf of the Union. A separate written notification, listing all authorized RN Representatives, shall be provided anytime there is a substantive change in the name(s) or specific authority of any RN Representative(s). No RN Representative will be recognized for whom there is not a valid written authorization. The function of the RN Representative will be to handle grievances and to ascertain that the terms and conditions of the Agreement are observed. A RN Representative shall not conduct union business during his or her working time except as provided in Section B below. A RN Representative shall not, in conducting union business, interfere with the working time of any other employee.

B. In the event the Medical Center schedules a grievance or representational meeting during a RN Representative's regularly scheduled shift at which a previously identified RN Representative's presence is required or requested by the represented RN, the RN Representative shall not lose pay as the result of attending such meeting. The procedure in such circumstances shall be that in advance of scheduling any such meeting the Union shall inform the Medical Center which RN Representative (if any) is required to attend. The Medical Center will then schedule the meeting to avoid disruptions to patient care. If the meeting is held during the RN Representative's scheduled work time, the RN Representative shall clock out upon release from their regular duties and then, upon arrival to HR at the scheduled meeting, clock back in using the appropriate non-productive union meeting payroll code. Upon conclusion of the meeting the RN Representative will clock out of that code prior to leaving HR and then, upon return to their work area, clock back into productive time and resume their regular duties.

C. There shall be no more than two Representatives (one RN Representative and/or one Labor Representative) in attendance at any grievance or representational or investigatory meeting, unless otherwise agreed to by the Medical Center in advance of the meeting. Notwithstanding this general restriction, upon advance notice and approval of Human Resources more than one Representative will be permitted for special circumstances including the introduction/orientation of a new Representative or for a meeting on an especially complex issue. All such attendance will be unpaid and during non-working time except for when a RN Representative's attendance at a grievance or representational meeting scheduled in accordance with Section B above.

D. **Conduct During Meetings:** The Medical Center and the Union agree that all interactions during grievance, representational, and investigatory meetings shall be professional, respectful, efficient and productive.

E. Grievance and representational meetings shall not be conducted during working time, unless scheduled by the Medical Center in the manner and per the process described in Section B above. The Grievant and one RN Representative shall be paid at their straight-time base rate of pay for attending such meetings. This time shall not be considered as hours worked for overtime purposes.

F. A RN requesting representation for an investigatory meeting which could lead to discipline shall be given twenty-four (24) hours to procure a Representative, however, the Medical Center may relieve such RN from duties and such time waiting for representation shall be unpaid.

G. Communication drop boxes that have been approved by the Medical Center may be maintained in lounges within each RN unit. The Union will provide all such boxes, and the Union shall reimburse the Medical Center for any installation and maintenance expenses.

H. Upon written request by the Union of at least twenty-one (21) days in advance of any requested release date, the Medical Center shall make best efforts to release up to ten (10) RNs for two (2) days of preparation in advance of negotiations scheduled by agreement between the Union and the Medical Center and any such actual scheduled negotiation days, provided that no more than one (1) RN from any one (1) Nursing Schedule shall be excused. Such written request shall include each RN's name and the date(s) the Union is requesting each RN be released. Upon receiving such a request, the Medical Center will make best efforts to release each RN from any work schedule that conflicts with the negotiating sessions. Any such release time shall not be treated as time worked for the RN's compensation, benefits, or any other purpose. RN negotiators shall have the option to utilize PTO for any scheduled time released under this Article, and each negotiation day may count as one shift toward the RN's FTE commitment.

ARTICLE 15 ASSOCIATION VISITATION

Duly authorized staff representatives of the Union ("Labor Representative") shall have access, upon notice and advance prior specific approval from the Medical Center's Director, HR Employee/Labor Relations or his/her designee, to the Medical Center for purposes related to the administration of this Agreement. Such approval shall not be unreasonably withheld. Labor Representatives shall check in upon arrival with the Hospital's Director, HR Employee/Labor Relations or his/her designee. Such Labor Representatives shall not interfere with the work of employees or the confidentiality of patients, and shall comply with security rules and regulations applicable to visitors of the Medical Center. Labor Representatives shall not have unescorted access to any patient care areas of the Medical Center. If the Labor Representative wishes to meet a RN, such meeting shall be held before or after the RN's shift or on non-work time such as the RN's meal or rest period, in a non-working area and in a manner that does not disrupt or disturb others.

ARTICLE 16 PROFESSIONAL PRACTICE COMMITTEE

A. **Objectives.** The objectives of the Professional Practice Committee (PPC) shall be to consider constructively the professional practice of RNs including improvements related to the utilization of personnel, and to recommend ways and means to improve patient care and the health and safety of RNs. To that end, any issues or disputes that any PPC member or the Union may have with the Medical Center must first be addressed and all internal means fully exhausted, such as in-person meetings and/or formal written exchange, before taking any issue public or to an outside regulatory agency. For the purposes of this Article, the PPC and Union shall be deemed to have fully exhausted all internal means once the meetings or proceedings provided for below in Section C (1) have been completed, at which point the limitations on raising issues or disputes externally shall be lifted.

B. **Composition.** The Medical Center shall have a PPC composed of RNs appointed by the Union who are employed at the Medical Center and covered by this Agreement. The maximum number of PPC members shall be eighteen (18), which includes two (2) co-chairs, provided that there shall not be more than one PPC member from any one department that has less than seventy-five RNs and no more than two members from any department with over seventy-five RNs.

C. Meetings.

1. Regular meetings: The PPC shall schedule one (1) regular meeting per month and shall provide the Medical Center at least two (2) weeks advance notice of such meeting. Committee members shall be entitled to 3 hours pay/month at the RNs straight time rates for the purposes of attending such committee meeting or meetings, however such time shall not be considered hours worked (i.e., for purposes of overtime). Each PPC co-chair shall be entitled to 6 hours pay/month, however such time shall not be considered hours worked (i.e., for purposes of overtime). Such meetings shall be scheduled so as not to conflict with the work schedules of the RN members.

(a) The PPC may initiate concerns or suggested improvements with the Medical Center by first requesting a meeting with Department Management to resolve specific identified concerns or suggested improvements. The request for a meeting will be accompanied with a copy of the proposed agenda which shall detail the specific concerns to be addressed including the impacted unit(s), dated as applicable, individual RNs who are impacted by or are raising the concerns and the Nursing leadership to whom the concern was previously raised. A copy of these requests shall go to the Medical Center's Director, HR Employee/Labor Relations or his/her designee at LaborRelationsLBMMC@memorialcare.org. The parties shall meet within fourteen (14) days of the meeting request and thereafter Department Management shall respond to the concerns or suggested improvements no later than fourteen (14) days. If no response is received or the matter is not resolved, the PPC may within fourteen (14) days advance the concern or suggested improvement to the Chief Nursing Officer(s).

(b) The PPC may request meetings with the Chief Nursing Officer(s) or his/her designee to discuss advanced concerns or suggestions. Any request for such meeting will be accompanied by a copy of the proposed agenda which shall detail how the Medical Center's response was inadequate and what specific actions or recommendations the PPC has remaining following the subsection (a) process. A copy of these requests shall go to the Medical Center's Director, HR Employee/Labor Relations or his/her designee at LaborRelationsLBMMC@memorialcare.org. The parties shall meet within fourteen (14) days of the meeting request. Following any such meeting the PPC may submit in writing recommendations or requests for improvements consistent with the objectives of the PPC to the Medical Center. Any such recommendation(s) or request(s) shall contain detailed, specific and tangible proposal(s) which the PPC maintains will adequately address the concern(s).

(c) The Medical Center shall respond to the PPC within fourteen (14) days in writing to any written recommendation or request for improvement. A copy of these recommendations or requests shall go to the Medical Center's Director, HR Employee/Labor Relations or his/her designee at LaborRelationsLBMMC@memorialcare.org.

(d) For issues not controlled by or asserting a violation of a specific provision of this Agreement, should the Medical Center's response not be acceptable to the PPC, the PPC can either respond in writing within fourteen (14) days and indicate its concerns, questions and/or propose alternate resolutions or may demand an expedited mediation. Within seven (7) days of the demand for mediation, the parties shall mutually agree upon a private mediator or

request a panel of mediators (under the FMCS' rules for expedited arbitration) and select a mediator (using the alternate striking method of Article 10) within (5) days of receipt of the FMCS Panel. The selected mediator shall expeditiously schedule and hold a mediation, with costs shared equally by the parties. The mediator shall aid the parties in reaching a written mediated agreement. In the absence of an agreement, when the Mediator deems appropriate, he or she shall provide a Mediator's Proposal, taking into consideration the parties' most recent positions, the concerns raised by both parties and the reasonableness, impact and costs of any suggested/offered improvement(s). Upon receipt of the Mediator's Proposal the Medical Center shall be provided ten (10) days to accept it and agree to commence implementation of the suggested improvement or all internal means shall be deemed fully exhausted. For issues asserting a contractual violation, while they may be raised by the PPC, the issue shall be deemed fully exhausted following the exhaustion of the standard Article 9 and 10 processes and the Medical Center's unreasonable delay or refusal to implement any arbitration decision.

2. Nursing Management may also request special meetings with the PPC.
3. The PPC may reserve conference rooms per the Medical Center's reservation system.
4. The PPC shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Chief Nursing Officer(s) and the Medical Center's Director, HR Employee/Labor Relations prior to the next meeting.
5. Notwithstanding the process and procedures of this Section C, nothing in this Article or this Agreement shall prohibit any RN from directly and immediately addressing any patient safety concern with Nursing leadership and/or Human Resources and the Medical Center shall address such concern promptly and in good faith.

D. New RN Orientation. The PPC may attend and meet with new RNs for 30 minutes at the conclusion of the agenda unless another time in the program is mutually agreed upon in order to explain the purpose and functions of PPC using a presentation that is previewed by the Medical Center.

ARTICLE 17 NURSING PROCESS STANDARDS

A. A RN shall directly provide:

1. The initial assessment and ongoing care of a patient admitted to a patient care area as outlined in the Medical Center's policies, procedures, practices and standards of care.
2. Ongoing patient assessments, which shall be performed and documented in the patient's medical record as indicated by physician's orders or nursing standards. A RN may assign to a licensed or unlicensed staff the collection of data, subject to any limitation of their licensure, certification, level of validated competency, or scope of practice.
3. The planning, supervision, implementation and evaluation of the nursing care provided to each patient. The implementation of nursing care may be delegated by the RN responsible for the patient to other licensed nursing staff, or may be assigned to unlicensed staff, subject

to any limitation of their licensure, certification, level of validated competency, or scope of practice.

4. The assessment, planning, implementation and evaluation of patient education, including ongoing and discharge teaching of each patient. Any assignment of specific patient education tasks to patient care personnel based on the legal scope of practice of those personnel may be made by the RN responsible for the patient.

B. Both the Union and the Medical Center recognize that a RN is responsible for applying the nursing process as follows:

1. Formulates a nursing diagnosis through observation of the patient's physical condition and behavior, and through interpretation of information obtained from the patient and others, including the health team.

2. Formulates a care plan, in collaboration with the patient, which ensures that direct and indirect nursing care services provide for the patient's safety, comfort, hygiene, and protection, and for disease prevention.

3. Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the patient and family, and teaches the patient and family how to care for the patient's health needs.

4. Assigns or delegates tasks to other care givers based on the legal scope of practice of those care givers and on the preparation and capability needs in the tasks to be assigned or delegated, and provides clinical supervision of those care givers.

5. Evaluates the effectiveness of the care plan through observation of the patient's physical condition and behavior, signs and symptoms of illness, and reaction to treatment through communication with the patient and health team members, and modifies the plan as needed.

6. Acts as the patient's advocate.

C. This Article is not intended to be an exhaustive list of the duties and responsibilities performed by RNs. It is only intended to be a summary of Nursing Process Standards.

ARTICLE 18 SAFE STAFFING, PATIENT CARE AND PATIENT CLASSIFICATION SYSTEM

A. The Medical Center shall have a staffing system based on assessment of patient needs in conformance with the requirements of the Joint Commission on the Accreditations of Healthcare Organizations (Joint Commission) and Title XXII of the California Code of Regulations ("Title XXII"). Nothing in this Article is intended to conflict with or impose greater obligations than exist under the provisions of Title XXII relating to Patient Classification systems.

B. The patient classification system used by the Medical Center for determining nursing care needs of individual patients shall:

1. accurately reflect the assessment of patient requirements made by the direct care RN, and
2. provide for shift-by-shift staffing based on those requirements, avoiding the use of any split hall assignments and recognizing that split hall assignments should only be utilized as a last resort, including use of appropriate floating and call-in's first, to ensure needed patient care and adherence to staffing ratios.

The system shall include, but not be limited to, the following elements:

3. individual patient care requirements, including the nursing process;
4. the patient care delivery system;
5. generally accepted standards of nursing practice; and
6. the unique nature of the Medical Center's patient populations

C. The Medical Center shall have a Patient Classification System Committee appointed by the Chief Nursing Officers whose composition shall include two (2) members selected by the PPC. Attendance of a Patient Classification System Committee meeting shall be compensable as time worked. Such Committee shall perform those functions required by Title XXII, Section 70217. If review by the Patient Classification System Committee reveals that adjustments are necessary to the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments shall be implemented in accordance with Title XXII.

D. The current, applicable patient classification system shall be available at all times on each patient care unit. RNs new to a unit shall be oriented on the unit's patient classification system. The Medical Center shall provide RNs appropriate training and education related to any substantive changes to the applicable patient classification system.

E. The Medical Center shall comply with all laws, applicable to the Medical Center, governing staffing, and the Medical Center's delivery of patient care in both in-patient and out-patient areas, and the Medical Center's protections of RNs as patient advocates. The Medical Center is committed to meeting the requirements of Title XXII, the requirements of the Joint Commission, and complying with all laws and regulations, applicable to governing staffing, the delivery of patient care and the protections of RNs as patient advocates. This includes the Medical Center's administration of the Patient Classification Systems, any acuity tools and staffing, including staffing ratios, under Title XXII, as applicable to critical care units, operating rooms, labor and delivery units, perinatal units, pediatric units, emergency departments, step-down units, telemetry units, medical/surgical units, specialty units and psychiatric units.

1. In the event a RN feels they lack competency, including age-specific clinical competency for an assignment, the RN shall inform their immediate supervisor (or designee) who shall make an assessment of the assignment and alter the assignment if their assessment warrants.

F. In the event the scheduled staffing is insufficient to meet the specific staffing called for by the system, the Medical Center will make every reasonable effort to procure additional personnel, including but not limited to In-House Registry where appropriate. Should persistent shortages be identified, the Medical Center will take reasonable and practical steps to ensure safe patient care. The Medical Center will provide timely responses to reasonable information requests in which the Union seeks information to validate the Medical Center's reasonable efforts to secure sufficient staffing, including call lists, call logs, break relief sheets and staffing sheets.

G. As required by law, the Medical Center recognizes its duty to maintain a staffing system which complies with AB 394, as amended, and the regulations effective January 1, 2004 promulgated pursuant to AB 394, as amended. Nothing in this Article is intended to conflict with, impose or create greater obligations, including remedies, than exist under the laws. Any issues or disputes concerning this Article shall be addressed by the Professional Practice Committee pursuant to Article 16 and shall not be subject to Article 9 or 10.

ARTICLE 19 PERSONNEL CATEGORIES

A. Full-time. A full-time RN is defined as one who is eligible for benefits and is hired to regularly work, on a continuing basis 72 to 80 hours/pay period.

B. Regular Part-time. A regular part-time RN is defined as one who is eligible for prorated benefits and is hired to regularly work at least 40 hours but less than 72 hours within a pay period.

C. Per Diem. Per Diem RNs are defined as those who, whether scheduled or not, (1) work on an as-needed or irregular basis, or (2) are called for work when other employees are unavailable, or (3) accept work assignments subject to their own availability. Per Diem RNs' work availability must include availability for scheduled shifts equaling at least forty-eight (48) hours per four (4) week schedule, including two (2) weekend shifts per schedule (or less per unit needs), as well as a minimum of at least one (1) major and one (1) minor holiday per year based on unit need. (Per Diem RNs employed in a "resource" category as of March 31, 2022 will not be required to increase their work availability or commitment beyond their contractual commitment as of that date as specified in Appendix B). RNs in the category are not eligible for any employee benefits including but not limited to, the following: Medical, Dental, Vision, Life, LTD, STD, PTO, Flex Plans, Paid Educational Days, Tuition Reimbursement, Jury Duty, Bereavement or voluntary benefits. However, Per Diem RNs are entitled to limited paid sick leave in accordance with Medical Center policy. For all other purposes, Per Diem RNs' work commitments are regulated by their individual per diem agreement which they agree to work. These RNs may also be eligible to participate in the applicable retirement plan pursuant to the terms of the plan.

D. Nothing in this Article shall be construed to constitute a guarantee of hours of work per day or per week or of days of work per week.

E. Newly hired RNs shall be on probationary status for ninety (90) days.

ARTICLE 20 SCHEDULING

The Medical Center shall publish work schedules at least twenty-three (23) days in advance of their commencement date. Six (6) weeks prior to schedule publishing, Self Scheduling will be opened to

allow RNs to request scheduled workdays or time off. Self Scheduling closes two (2) weeks before schedule is published. If a RN does not submit a request in this time period, the RN may be scheduled according to department needs by the unit manager. Once the schedule is published no requests for scheduled time-off need be permitted. Any change in the published schedule shall require mutual agreement of the Medical Center and the affected RNs.

ARTICLE 21 CALL OFFS AND FLEX OFFS

A. The parties acknowledge that due to the inherent uncertainties involved in patient care and census fluctuations, it is often necessary to cancel all or part of RNs' scheduled shifts by way of Call Offs or Flex Offs. A Call Off is defined as the cancellation of a RN's full scheduled shift prior to its commencement. A Flex Off is defined as the cancellation of the remainder of a RN's scheduled shift after he/she has commenced work. RNs who are Flexed Off will work at least four hours unless they voluntarily request to clock out before the end of the fourth hour.

B. Any RN who is Called Off or Flexed Off may be placed on stand-by by the mutual agreement of management and that RN. RNs who are placed on stand-by by agreement shall be notified they are stand-by and compensated in accordance with the provisions defined in Article 27 Standby and Call Back Pay.

C. RNs who are Called Off and not put on stand-by but who choose to be available shall be compensated at their base rate of pay if work becomes available and they report back to work at the Medical Center. Similarly, RNs who volunteer for a late start shall be compensated at their base rate for pay for the hours actually worked.

D. RNs who are Called Off or Flexed Off shall have the option to take PTO or unpaid budget hours.

E. The order of call off shall be:

1. Per Diem on DT.
2. Full-time or part-time on DT
3. Per Diem on OT with In-house Registry pay.
4. Full-time or part-time on OT with In-house Registry pay.
5. Per Diem on OT.
6. Full-time or part-time on OT.
7. Per Diem on shift with In-house Registry pay.
8. Full-time or part-time on shift with In-house Registry pay.
9. Volunteers.
10. Travelers and Registry (up to contractual limits).

11. Per Diem on straight time.
12. Part-time or Full-time on a rotational basis.

F. Management reserves the right to alter the call off order specified in Section D above only when specific competencies are required. RNs without specific competencies may request the additional training to attain unit competencies. Such requests shall not be unreasonably denied.

G. At the discretion of management, Full-time and Part-time RNs who are Called Off or Flexed Off may displace Per Diem RNs on another unit provided the Full-time or Part-time RN is qualified to perform the work.

H. When Call Offs or Flex Offs in a unit are due to an overlap of shifts, Volunteer RNs will be called off first. After all Volunteers have been called off, RNs will be called off following a rolling integrated seniority list. When Call Offs and Flex Offs are due to an overlap of shifts, a partial shift call off is permissible.

ARTICLE 22 FLOATING

A. The parties acknowledge that due to the inherent uncertainties involved in patient care and census fluctuations, it is often necessary to float RNs from one area of the Medical Center to another. Floating is defined as the temporary reassignment of a RN outside of his/her regularly assigned patient care unit. A RN may be assigned to float to a patient care unit other than his/her own, subject to the limitations in this Article.

B. RNs will be floated in accordance with state and federal laws and regulations.

C. A RN shall be assigned only those duties and responsibilities for which she or he has current validated competencies and in accordance with their unit based skills roster.

D. Only a RN who has demonstrated competency for patient care in a unit to which the RN has been assigned shall act as a resource for those individuals who do not have validated nursing competencies for the unit.

E. If a RN floats prior to the completion of the competency standards for a patient care unit, patient care assignments shall be subject to the following restrictions.

1. Assignments shall include only those duties and responsibilities for which competency has been validated.
2. RNs shall not be assigned total responsibility for patient care until all standards of competency for the unit has been validated.
3. RNs will not be floated until they complete home unit orientation and are competency validated.

4. There shall be no “bumping” or “double” floating, i.e. floating one RN to a unit in order to displace or “bump” another RN or floating a RN to more than one unit per shift. However, returning a RN to their regularly assigned unit will not be considered a double float.
 5. RNs floated to a different floor shall not be assigned to a “split hall” assignment.
 6. In the event a RN feels they lack competency for any floated assignment, the RN shall inform the supervisor of the floated unit who shall make an assessment of the assignment and alter the assignment if their assessment warrants.
- F. RNs with twenty (20) years or more seniority shall not be required to float.
- G. RNs shall float in the following order:
1. Volunteers
 2. Outside Registry and Travelers
 3. Unassigned LBMC or MCWH Float Unit RNs (to areas where the RN has demonstrated competencies)
 4. Per Diem
 5. Part-time/Full-time in rotation
- H. There shall be no mandatory floating between Clusters. Clusters are defined as:
1. LBMC Critical Care to/from LBMC Critical Care and to Step Down (currently 3S, 7CVU, 7S/7E and to 7W)
 2. LBMC Medical/Surgical, LBMC Telemetry, and LBMC Step Down (currently 3W/7W, 3E, 4, 5, and 6)
 3. MCWH Women’s
 4. MCWH Pediatrics Core, Peds West, and MCWH Hem-Onc
 5. MCWH CTICU, MCWH PICU and MCWH NICU (NICU floats shall be given age appropriate available assignments of four (4) years and under)
 6. NICU to Newborn Nursery
 7. Procedural for recovery from sedation only, OPS, AMU, holding GI, Special Procedures, Cardiac Procedure Unit, Cardiac Cath, MRI, and CT
 8. MRI, CT, and IR
 9. In-Patient Rehabilitation Facility

10. Emergency Department
11. Operating Rooms (MOR, WOR, CVOR, and MCWH OR)
12. Post Anesthesia Care Units (Women's PACU, Adult PACU, and Peds PACU) to Pre-Operative Care Units
13. Pre-Operative Care Units and to Post Anesthesia Care Units (for Phase II patients only)
14. LBMC Chemo Certified RN to LBMC Ambulatory Infusion Center
15. MCWH Transport (but shall support other units within competencies, provided no support assignment shall interfere with the RN's ability to respond within fifteen (15) minutes to a Transport call)
16. All areas may float to the ED, PACU or CPU for admitted "Level of care" holds, as a part of a declared and written contingency plan
17. MCWH Chemo Certified PICU and MCWH Hem/Onc to MCWH Peds Infusion Care Center (When MCWH Hem/Onc floats to MCWH Peds Infusion Care Center, floated RNs shall be given patient care assignments requiring competency based infusion administration)
18. MCWH Outpatient Clinics

I. In the event the Medical Center creates a new unit, the Medical Center will provide notice to the Union and an opportunity to discuss establishing the appropriate cluster(s). Any agreement reached by the parties shall be considered part of the established clusters going forward; in the absence of an agreement within sixty (60) days, the Medical Center may implement its last position on the appropriate cluster(s).

ARTICLE 23 SENIORITY, LAYOFF, RECALL

A. Seniority

1. Seniority shall mean date of hire with the Medical Center or another Memorial Hospital facility.
2. Seniority dates shall only be adjusted for:
 - (a) Break in service from the Medical Center associated with a voluntary separation of less than twelve (12) months.
 - (b) Leave of absence (except for military leave, worker's compensation and state or federal family medical leave.)
3. After a probationary period of three (3) months, seniority shall only be broken by:
 - (a) Break in service associated with a termination of more than twelve (12) months,

- (b) Twelve (12) months of layoff without recall to a permanent position,
- (c) Failure to respond to recall notice within three (3) working days, after receipt of certified notice of recall,
- (d) Termination for just cause,
- (e) Failure to report to work upon expiration of an authorized vacation or Leave of Absence.

4. A seniority list of RN names and seniority dates, updated quarterly, shall be available upon request from the Human Resources Department.

B. Layoff

- 1. Layoff is defined as a permanent workforce reduction anticipated to last more than fourteen (14) days.
- 2. Prior to a layoff, the Medical Center and the Union shall meet and confer about the impact of such a reduction.
- 3. Providing a RN is qualified to perform the available work, seniority shall be the controlling consideration in a layoff or recall. "Qualified" for this Article means the necessary competencies, skills, education, ability, certification, or credentialing needed to perform the duties of the position and solely requires a unit orientation.

The order of Layoff shall be:

- (a) Registry
- (b) Travelers
- (c) Per Diem
- (d) Regular, full & part-time.

4. Layoff of RNs in categories (c) and (d) of Section B.3. above shall be accomplished as follows:

- (a) A laid off RN shall fill any vacancy that the Medical Center has for which the RN is qualified. A RN shall not be required to fill a vacancy that involves a change in shift or numbers of hours worked.
- (b) If there is no vacancy as described in (a), such a RN shall displace the least senior RN on his/her unit of the same status (full-time, part-time) and shift.
- (c) If no vacancy exists as described in (b), the laid off RN shall have the option of displacing the least senior RN in his/her unit who may be on another shift and/or status.

- (d) If no such position exists as described in (c), the RN may displace the least senior RN, of the same status and shift, provided the RN is qualified.
- (e) If no vacancy exists as described in (d), the laid off RN shall have the option of displacing the least senior RN who may be on another shift and/or status, provided the RN is qualified.
- (f) For the purposes of this Article, a qualified RN shall have up to a sixty (60) day period to demonstrate that he/she can perform the duties of the position.

C. Recall

1. All vacancies covered by this Agreement shall first be filled according to Article 24 Job Posting.
2. A vacant position not filled as provided in 1 above shall be made available to a RN on the recall list. The position shall be offered to a qualified RN laid off from a unit within the RN's competencies in which the position is available in reverse order of layoff. In the event there are no RNs on the recall list from the unit in which there is a job opening, the position shall be offered to a RN on the recall list in reverse order of layoff, provided the RN is qualified for the position.
3. A RN on the recall list may refuse up to three offers of staff positions prior to being removed from the recall list. Otherwise, laid off RNs shall remain on the recall list for twelve (12) months.
4. Any RN on a recall list shall be responsible for providing the Medical Center with a current address and telephone number.

D. Severance Pay

1. Laid off benefited RNs who were not provided with a notice period commensurate with their length of service below shall receive pay according to the following schedule:

	Length of Service	Notice of Intent
a.	Temporary employees and staff with less than 3 months	No Pay
b.	3 Months – 4 Years	Two Weeks
c.	5 – 10 Years	Three Weeks
d.	11 – 15 Years	Four Weeks
e.	Over 15 Years	Five Weeks

All severance pay is based upon a RN's regularly scheduled hours. Also, employees are not eligible for notice if they have been on a Leave of Absence for any reason for a period in excess of four (4) months at the time of a layoff.

2. In the event notice of layoff is given in accordance with Paragraph 1, above, the Medical Center agrees to meet and confer with the Union about the issue of whether severance pay will be provided to such laid off RNs.

3. The Medical Center does not provide severance pay to employees upon termination of employment, except as provided in this Section D.

ARTICLE 24 JOB POSTINGS, TRANSFERS AND PROMOTIONS

A. Job Vacancies. Job vacancies will be posted in the unit for 5 days. In the event the vacancy is not filled according to Section C.1. below, the job vacancy will be posted on the bulletin boards located outside the Human Resources Office and on the Intranet for seven (7) calendar days prior to filling the position. The Medical Center may temporarily fill the position during the posting period.

1. Eligibility. In order for an employee to be transferred or promoted within the same unit or another unit, the employee must qualify for the position on the basis of education and experience. To be eligible for a transfer or promotion, an employee must have completed the probationary period in his or her current position unless approval is obtained from the appropriate Administrative and Management persons. To be eligible for a transfer or promotion, an employee also cannot have received a formal disciplinary action within six (6) months of applying for the position. "Qualified" for this Article means the necessary competencies, skills, education, ability, certification, or credentialing needed to perform the duties of the position. A qualified RN will have up to a ninety (90) day period to demonstrate that she/he can perform the duties of the position. During the period, the Medical Center will make reasonable efforts to return the RN to his or her former position and shift.

B. Awarding Position:

1. Qualified RNs who hold a position on the unit where the vacancy exists shall be given preference to fill such vacancies by seniority over RNs outside the unit.

2. Seniority shall be the controlling factor in placing applicant RNs into Specialty Training Programs. A RN who is awarded a position must successfully complete the Specialty Training Program to maintain a position on the applicable unit. If the RN does not demonstrate competency at the conclusion of the Specialty Training Program the Medical Center will make reasonable efforts to return the RN to his or her former position and shift.

3. If a vacancy is not filled as provided in C.1. above, RNs in the clinical area shall be selected by the Medical Center based on the qualifications defined in B above, and if two or more RNs are relatively equally qualified as defined in B above, then seniority shall prevail. Any bargaining unit employee who has been or who is promoted to a supervisory or management position shall retain their bargaining unit seniority. Supervisory or management RNs who have been promoted within 2 years of the job posting may apply for open bargaining unit positions. They may use their bargaining unit seniority for a period of two years from

their transfer out of the bargaining unit to apply for such positions. Such employees shall retain their bargaining unit seniority, but shall not accrue bargaining unit seniority while in a supervisory or management position.

- (a) Notwithstanding the “relatively equally qualified” language above, a clinical RN currently on a patient care unit with at least five (5) years of RN experience and five (5) years of seniority shall be awarded a vacancy on a different patient care unit not requiring a Specialty Training Program provided they are the most senior applicant.

4. If a vacancy is not filled as provided in C.2. and C.3 above, it will be filled by RNs outside the clinical area selected by the Medical Center based on qualifications as defined in B above, and if two or more RNs are relatively equally qualified as defined in B above, then seniority shall prevail.

5. RNs who submit a Request for Transfer after the seven (7) calendar days provided for in A above shall have no preference over outside applicants.

C. Unfilled Positions. If the vacancy is not filled as provided above, the Medical Center may fill the position with outside applicants, unless there are qualified RNs on the Recall list, they shall have preference over outside applicants.

D. Transfer for Other Reasons. The Medical Center reserves the right to transfer a RN for lack of competence and failure to meet job requirements, just cause discipline or non-licensure. The Medical Center may temporarily transfer a RN who possesses special skills or other abilities to another area/shift of patient care provided the Medical Center has posted such position and such transfer does not exceed forty-five (45) days and may be extended with mutual agreement.

ARTICLE 25 PROFESSIONAL ADVANCEMENT PROGRAM

Professional Advancement Program. The Medical Center shall continue to administer its clinical ladders and professional advancement programs in accordance with the current Professional Advancement Program as follows:

A. Participation. RNs shall be eligible to participate in the Medical Center’s Nursing Service Professional Advancement Program, which is designed to provide progressive options for a professional RN to seek career advancement at the bedside or in management. All aspects of Medical Center’s Professional Advancement Program will be governed by the Nursing Executive Council (“NEC”). The eligibility for and process to apply for advancement (including the member names and emails of each Professional Advancement Board) shall be in writing and made available to interested RNs through Nursing Services. RNs who apply for advancement but are not approved may choose to meet with their leader to discuss the reasons advancement was denied. Following any such meeting, should the RN who was not approved for advancement have additional concerns, he or she may request a meeting with Human Resources, a Union appointed Professional Advancement Board member and either his or her leader or a Medical Center appointed Professional Advancement Board member.

B. Professional Advancement Boards. The purpose of these Boards shall be (a) to review and recommend revisions to the Medical Center's proposed Professional Advancement Program; and (b) to evaluate candidates for advancement to the RN III, IV, and V level and to make advancement recommendations to management. With at least sixty (60) days' notice prior to any proposed implementation, NEC shall submit any potential revisions to the current Professional Advancement Program to the Boards and shall have a representative meet with the Boards to discuss any questions, revisions or concerns prior to final implementation. Likewise, on an annual basis the Boards shall review the current Professional Advancement Program and may recommend changes to the Professional Advancement Program that will enhance clinical excellence while eliminating the perception or existence of favoritism or arbitrariness, to the extent possible, and the NEC will review and may adopt or modify changes as it deems appropriate. The Boards each shall consist of 6 members as follows:

- 3 RNs in the bargaining unit, designated by the Union
- 3 Nursing leaders, designated by the Medical Center

One member of each Professional Advancement Board shall be a chairperson designated by management. To ensure both continuity and fresh perspectives, each year should any member of any Board have served three (3) or more consecutive years, the most senior serving RN and/or the most senior serving Nursing leader on each Board having served at least three (3) years, shall rotate off the Board, taking at least two (years) off. Notwithstanding, this rotation, upon mutual agreement, a rotated off RN shall be permitted to return in less than two years in the event of an unforeseen vacancy. The Director of Professional Nursing shall be an ex-officio, non-voting, member of each Board.

ARTICLE 26 HOURS OF WORK

A. Overtime. As previously established and continuing following ratification of this Agreement, the Medical Center, Union and RNs hereby continue the following hours of work and overtime scheme for all individuals performing Bargaining Unit work, including all fulltime, part time, resource and per diem RNs as well as temporary, registry and traveling registered nurses. The provisions of this Article continue beyond the Term of this Agreement and shall continue until a subsequent agreement is ratified which modifies these provisions. Except where a different rate is provided for by another provision of this Agreement or where the Medical Center voluntarily provides for a higher rate, RNs and other covered individuals shall be compensated for hours worked as follows:

1. Straight Time: RNs and others shall be compensated at their applicable base rate of pay for all hours up to twelve (12) in a shift and all hours worked up to forty (40) in a workweek. RNs shall also be compensated at their applicable base rate of pay for any paid time off hours provided for in this Agreement however such hours shall not be counted for purposes of overtime or double time.

2. Overtime: RNs and others shall be compensated weekly overtime at one and one half times their applicable regular rate of pay for all hours worked over forty (40) in a workweek, exclusive of any daily overtime/double time hours. RNs scheduled to a shift of more than eight (8) but less than twelve (12) hours shall also be compensated daily overtime at one and one half times

their applicable regular rate of pay for hours worked which exceed the hours of their scheduled shift up to twelve (12) hours in a single workday.

3. Double Time: RNs and others shall be compensated at two times their applicable regular rate of pay for all hours worked over twelve (12) in a single workday.

4. No Duplication of Overtime: There will be no pyramiding of overtime in that hours worked that result in the payment of a daily overtime premium will not also be counted toward a weekly overtime premium. Holiday and other premiums voluntarily paid by the Medical Center will be credited against overtime due as permitted by applicable state and federal laws, except that non-overtime hours worked on Holidays shall count towards weekly overtime.

B. Rest and Meal Periods

The Medical Center will provide meal periods and authorize and permit rest periods in accordance with State law.

1. Rest Periods: The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. The rest period shall be in the middle of each work period insofar as is practicable. However, a rest period need not be authorized for RNs whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods may not be used to extend a RN's meal period, or permit RNs to leave work prior to their scheduled quitting time. Since rest periods are treated as hours worked, a RN may be restricted to the premises while on rest period. It is understood that rest periods are "authorized and permitted" for purposes of compliance with this Article and the State law unless the RN's right to take their rest periods is directly interfered with by the Medical Center. The Medical Center shall comply with all applicable staffing regulations in authorizing and permitting such rest periods available.

2. Meal Periods: The Medical Center will provide meal periods in accordance with State law, including California Labor Code and applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period "waivers," missed meal period penalties, and "on-duty" meal period agreements. Specifically the Medical Center shall provide RNs an unpaid meal period of at least thirty (30) minutes if the RN works more than five (5) hours. This meal period may be waived if the RN works less than six (6) hours in one day. A second meal period will be provided if a RN works more than ten (10) hours in one day, but the RN may agree to waive one of his/her two meal periods. In all cases, waivers are voluntary and must be signed by the Medical Center and RN. The Medical Center and RNs shall work together, keeping patient care and workflow issues in mind. Unpaid, unworked meal periods will not be counted as hours worked for compensation or in calculating overtime to be paid under any provision of this Agreement. It is understood that a RN is "provided" a meal period for purposes of compliance with this Article and the Wage Order when the RN's right to take such a meal period is not directly interfered with by the Medical Center. The Medical Center shall comply with all applicable staffing regulations in relieving RNs for duty for meal periods.

3. Violations of Rights to Rest and Meal Periods: Anytime a RN's right to a meal or rest period is interfered with or the RN believes he/she was not provided a meal or rest period due to

Medical Center operations, he/she must provide an explanation as to why the meal or rest period was missed. It is a RN's responsibility to (a) timely provide both the advance notice and the explanation called for in this section and (b) claim the premium payment described in the next sentence. A RN shall be provided a premium payment equal to one hour of his/her regular rate of pay for any day which his/her right to the appropriate meal or rest period(s) are interfered with. The Medical Center shall promptly pay any premium payment due under this Section. In the event a RN does not receive a penalty payment called for by or otherwise has a dispute related to this Section, such dispute shall be resolved through the Grievance and Arbitration procedures under Articles 9 and 10 (and/or alternatively a RN may bring a dispute to the California Division of Labor Standards Enforcement (DLSE) provided that any single adjudication by either an arbitrator or the DLSE shall be final and binding) as the means for addressing any disputed penalty payment or other dispute related to this Section B.

RNs who report (verbally or in writing) missed meal or rest periods due to inability to leave the workstation or Medical Center interference shall not be subject to discipline in retaliation for such reporting missed meal or rest periods.

C. Reporting Pay

1. If a RN reports to work on a scheduled workday but is not put to work or is furnished with less than half his or her usual or scheduled day's work, he or she will be paid for the greater of (1) half his or her usual or scheduled day's work (up to four hours), or (2) two hours at his or her base rate of pay. RNs are deemed to have waived this provision if they choose to leave the Medical Center in the event of a shortage of work. This provision shall not apply in the event that (1) the RN is told not to report prior to the time that said RN leaves his or her regular place of residence, (2) the Medical Center makes a reasonable effort to notify the RN not to report at least two (2) hours prior to his or her scheduled starting time, (3) the RN reports to work unfit, (4) the RN refused to perform available work, (5) the RN leaves work of his or her own volition or is sent home for disciplinary reasons prior to completion of the two hours of said RN's usual or scheduled day's work, or (6) failure of utilities, acts of God or other circumstances beyond the reasonable control of the Medical Center, interfere with the work being performed.

2. All RNs shall be notified of schedule cancellations at least 2 hours before the start of their shifts. RNs who do not receive timely notice of schedule cancellation shall receive reporting pay.

3. To ensure proper staffing and avoid unnecessary call offs, RNs must provide notification of his or her absence at least two and one half hours (2½) prior to their scheduled shift.

D. Holidays. The Medical Center shall maintain and not diminish in any way the practice of providing premium pay to RNs working on designated holidays, including but not limited to the number and definition of premium holidays and the eligibility and amount of any such premium payment. Specifically, the following holidays will be designated as eligible for premium pay equal to time and one-half their base rate of pay for all hours worked:

New Year's Day (January 1st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)

Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

RNs who work their regularly scheduled full time equivalent non-holiday shifts, plus work an extra shift on a designated holiday in the same workweek shall receive, in addition to holiday premium pay, In-House Registry pay for all hours worked on that holiday extra shift. Additionally, RNs who work on a designated holiday and, in the same workweek, also pick up an additional shift beyond their regularly scheduled full time equivalent shall receive In-House Registry pay for any straight time hours of that extra shift.

ARTICLE 27 COMPENSATION

A. Pay Increases

1. **First Contract Year:** Effective the first full payroll period following ratification each regular full-time and part-time RN with twelve (12) years of experience or less shall move to the appropriate wage step on the wage grid based on their years of active RN licensure (defined as the years in which a RN kept his/her license current) in the U.S. or abroad. All Per Diem RNs with twelve (12) years of experience or less shall receive 10% above the appropriate wage step on the RN II wage grid based on their years of active RN licensure. Throughout the term of this Agreement all RNs' years of RN licensure shall be determined based on their years of experience as of April 1st for the applicable wage grid provided in this Agreement. RNs hired after April 1, 2016 who have left the practice of registered nursing for more than three (3) years shall have their years of licensure experience reduced one (1) year for each year they were not actively practicing.
2. **Second and Third Contract Years:** Effective the first full payroll period following April 1 2023 and April 1, 2024, each regular full-time and part-time RN with twelve (12) years of experience or less shall move to their appropriate experience step on the wage grid. All Per Diem RNs with twelve (12) years of experience or less shall receive 10% above the appropriate wage step on the RN II wage grid based on their years of active RN licensure.
3. **Senior RN Increases Contract Year:** Effective the first full payroll period following ratification each regular full-time and part-time RN with more than twelve (12) years of experience shall receive an increase equal to the greater of 2.0% more than the twelve (12) year wage step on their appropriate classification wage grid or an increase of 7.0% to their current base wage. All Per Diem RNs with more than twelve (12) years of experience shall receive 10% above the twelve (12) year wage step on the RN II wage grid.

Effective the first full payroll period following April 1 2023, each regular full-time and part-time RN with more than twelve (12) years of experience shall receive an increase equal to the greater of 2.0% more than the twelve (12) year wage step on their appropriate classification wage grid or an increase to their then current base rate of pay of 4.5%. All Per Diem RNs with more than twelve (12) years of experience shall receive 10% above the twelve (12) year wage step on the RN II wage grid.

Effective the first full payroll period following April 1 2024, each regular full-time and part-time RN with more than twelve (12) years of experience shall receive an increase equal to the greater of 2.0% more than the twelve (12) year wage step on their appropriate classification wage grid or an increase to their then current base rate of pay of 4.0%. All Per Diem RNs with more than twelve (12) years of experience shall receive 10% above the twelve (12) year wage step on the RN II wage grid.

- (a) Newly hired RNs with more than twelve (12) years of experience may be hired at a starting Base Rate of Pay up to the median wage of current Medical Center RNs in the same classification with the same years of experience.
- (b) RNs with more than twelve (12) years of experience who transfer into a different classification shall receive a base pay adjustment according to the following scale:

RNII to/from RNIII	\$3.50
RNIII to/from RNIV	\$2.50
RNIV to/from CNI/RNV	2.5%
RNIV to/from CNS/RNFA	7.5%
RNII to/from EDU	11.25%
RNII to/from NPI	20.0%
NPI to NPII	2.5%

- 4. All increases are pursuant to the agreed upon wage grid in Appendix A, Appendix C, Appendix D, Appendix E or Appendix F to this Agreement.
- 5. No RN shall receive a lower pay rate as result of this contract.
- 6. Pay rates may be increased by mutual agreement of the Medical Center and the Union.
- 7. RNs in Nurse Practitioner classifications shall be compensated in accordance with Appendix C.
- 8. RNs in RN Educator classifications shall be compensated in accordance with Appendix D.
- 9. RNs in Clinical RN Instructor classifications shall be compensated in accordance with Appendix E.
- 10. RNs in Clinical Nurse Specialist classifications shall be compensated in accordance with Appendix F.

B. Experience Pay Steps

RNs shall not be hired or paid at a rate that exceeds their years of qualifying experience and applicable rate of pay delineated in Appendix A, Appendix C, Appendix D, Appendix E or Appendix F to this Agreement or as described in Section A. 3. above.

C. Medical Center Per Diem Wages, Categories and Requirements

1. All Per Diem positions require that a RN has been validated as competent or demonstrates competency during their 90-day probationary period.
2. Failure to meet the work commitment/requirements as set forth in Appendix B of this Agreement may result in a change in commitment, assignment cancellation and/or termination from the Medical Center.
3. Nothing in this Article or in Appendix B of this Agreement shall constitute a guarantee of work or a specific number of hours per shift or schedule.

D. Relief Coordinator Pay: RNs will be paid an additional \$3.25 hourly differential for all time spent performing coordinator duties.

E. Preceptor Pay: RNs who are assigned to perform the duties of preceptor will be paid an additional \$3.25 hourly differential for time spent as a preceptor.

F. Standby and Call Back Pay

1. Standby Pay

- (a) RNs on standby are responsible for ensuring that they can be reached promptly by telephone or pager and are expected to respond and report to work within 45 minutes of being called.
- (b) Standby hours are not considered hours worked for any purpose.
- (c) RNs on standby shall be paid an hourly rate of \$9.50 when on standby.

2. Call Back Pay When On Standby

- (a) If called to work on standby, a RN shall be compensated at 1.5 times his/her regular rate of pay. If call back result in hours worked during a double time zone, the RN shall be paid double time.
- (b) Call back pay starts when the RN arrives and clocks in at his or her workstation.
- (c) RNs called to work when on standby shall be guaranteed at least 2 hours of call back pay at 1.5 times his/her base rate of pay.

3. Call Back Pay When Not On Standby

- (a) Time will be paid per FLSA and IWC regulations.

G. Shift Differential

1. Eligibility: RNs shall be paid shift differentials for shifts that commence on or after 11:00 AM and for which at least 50% of the scheduled hours are worked after 3:30 PM.
2. Shift Differential Rates: Eligible RNs will be paid the applicable shift differential for hours worked during the applicable periods as follows:

<u>Differential</u>	<u>Period</u>	<u>Rate</u>
PM/Evening	3:00 PM – 10:59PM	\$4.00
Night	11:00PM – 7:29AM	\$7.00

3. If a RN works two (2) or more hours of overtime, which extends into the following shift (evening or night), the differential for that shift will be applied to all of the overtime worked.
4. A RN, who is sent home early due to reduced staffing needs, and as a result fails to meet the 50% hours, will receive the applicable differential paid for the hours worked which otherwise would have qualified.
5. RNs on paid stand-by, who are called back to work during a shift that qualifies for the differential, shall be paid the applicable differential for all hours worked.

H. Weekend Shift Differential:

All FT and PT Staff, and all FT and Per Diem RNs will be scheduled no more than every other weekend per four (4) week schedule (which equates to four (4) shifts per four (4) week schedule) unless mutually agreed upon between the RN and her/his Manager.

Weekend shifts are defined on a unit basis and may vary between shifts and/or RNs.

If a RN chooses to work a minimum of four (4) hours on a 5th weekend shift, excluding consecutive hours worked, during a four (4) week schedule, and have met their scheduled work commitment, the RN will be paid a differential of \$13.00 per hour.

- I. Travel Reimbursement. RNs who are required to use their own vehicles or otherwise incur travel expenses, such RNs shall be reimbursed in accordance with applicable Medical Center policy which shall provide for mileage reimbursement equal to the appropriate IRS rate.

ARTICLE 28 IN-HOUSE REGISTRY PROGRAM

- A. Purpose To provide the Medical Center with an alternative to the utilization of outside registry staff, alleviate staffing shortages and to ensure ongoing quality patient care.

- B. Eligibility. Any RN who has successfully completed orientation and who has met their F.T.E. commitment in a given pay period, is eligible to work additional hours through the In-House Registry Program.

Scheduled PTO, approved prior to the schedule being published, count toward meeting F.T.E. work commitment. Unscheduled absences or sick calls do not count toward meeting F.T.E. work commitment.

If a RN has not met their F.T.E. commitment at the end of a pay period but has worked In- House Registry hours, those hours will be paid at the RN's base rate of pay, subject to any applicable overtime or double time obligations under Article 26. The additional program dollars will not be paid.

RNs who voluntarily reduce their F.T.E. commitment will be ineligible for In-House Registry for twelve (12) months following the reduction.

C. Scheduling. Scheduling of hours within the In-House Registry Program will be done at the unit level. RNs are encouraged to give their availability for registry shifts to the department manager or designee as RNs who volunteer their availability shall be provided priority as designated below. Each unit shall maintain a daily list of RNs who volunteer for In House Registry.

An In-House Registry shift must be scheduled for a minimum of a four (4) hour shift. Shifts will be designated as In-House Registry shifts based on unit needs and management's discretion. Notwithstanding this discretion, the Medical Center agrees to call RNs from a unit who have signed up on the volunteer list prior to calling Outside Registry for that unit. The Medical Center may also, in its discretion and after exhausting the volunteer list, contact other RNs and offer shifts designated as In-House Registry and, if accepted, the RN will receive In-House Registry rates. In-House Registry shifts will be assigned and approved on a rotational basis.

D. Cancellation. The Medical Center will give at least 2-hour notice of cancellation to scheduled In-House Registry RNs if they are not needed to work. RNs are responsible for making sure they can be contacted within this time period or must call the unit themselves to verify that they are needed otherwise the RN will not be paid if he/she reports to work.

If a RN reports to work for a scheduled In-House Registry shift and a change in work volume occurs, precluding completion of the shift, the RN will be paid for no less than four (4) hours of work.

Self-cancellation of pre-scheduled In-House Registry shifts must be made at least twenty-four (24) hours before the start of the shift or it shall be considered an absence. More than two (2) self-cancellations in a rolling three (3) month period will result in the RN's inability to participate in the In-House Registry program for a period of three (3) months.

E. Compensation. In-House Registry rates will be paid a \$14.00 hourly differential in addition to the RN's base rate of pay for that shift.

ARTICLE 29 EDUCATIONAL PROGRAMS

A. Mandatory Certifications, Classes and Meetings

1. If a RN is required by the Medical Center to attend a particular educational or training program, session, in-service, class or other meeting (including those to obtain or maintain a technical certifications mandated by the Medical Center), the RN shall be paid at his/her base

rate of pay in accordance with Article 26 and this time shall be counted as hours worked for purposes of overtime/double time eligibility. A RN shall receive pay for the actual hours of attendance. These hours shall not count against the education leave provided in Section B below.

2. All programs, sessions, classes, and meetings under this Section A shall be held and attended by the RN at the Medical Center absent specific written direction and approval of the RN's Director. Should a schedule conflict arise, the Medical Center shall work with the RN about rescheduling provided such request is timely and other training times are available. RNs with 30 years or more seniority will have mandatory training scheduled within their FTE commitment.

3. RNs will ensure that they maintain mandatory technical certifications (i.e., ACLS, NRP, PALS, ATLS) required by the home base unit or job description as a condition of continued employment in a RN's current classification, unit or specialty. The Medical Center shall offer re-certification courses for such certifications and the time spent in such courses shall count as hours worked and shall be compensated accordingly. RNs may not take certification or re-certification courses outside of the Medical Center absent specific approval from their Director. If a RN allows a certification to lapse and the RN is required to retake the certification course, the RN shall be compensated at one half the RNs base rate of pay for hours worked in re-obtaining the mandatory certification.

4. RNs who have a mandatory technical certification/recertification at the time of hire or who have attained a mandatory technical certification/recertification through another acute-care hospital employer may request a waiver of a Medical Center mandated technical certification/recertification requirement provided they certify that they were awarded the applicable certification/recertification by another employer, were compensated for obtaining that certification/recertification by the other employer, that the certification/recertification benefits them professionally and is not specific or unique to the Medical Center and affirming that they did not engage in hours worked for the Medical Center in obtaining the certification/recertification and were not seeking any remuneration for having obtained the certification/recertification.

B. Educational Leave

1. Education Leave shall be accrued at the rate of 24 hours per full calendar year for full-time RNs and 12 hours for part-time RNs. Paid education leave benefits shall not accumulate from year to year and are not included as PTO. Paid Education Leave can only be used for the educational purposes described below and unused benefits cannot be cashed out and are not paid out at termination. Within a calendar year, RNs who have not yet accrued enough Education Leave to take a desired course during the year, may request an advance of Leave up to any unaccrued annual entitlement and subject to repayment through payroll deduction should the RN's employment with the Medical Center end prior to accrual of the full advanced amount. This repayment obligation shall not apply to any RN whose employment is terminated as a result of a reduction in force or who has been employed by the Medical Center for at least 20 years. The parties have agreed to the forms to be utilized for the purposes of

advancement and repayment of unaccrued Education Leave which are attached at Appendix G.

2. RNs may use Education Leave to (a) take BRN approved courses which complement their current position and/or satisfy their continuing education requirements, (b) take BRN approved courses toward obtaining or maintaining non-mandatory professional certifications and/or (c) take BRN approved courses to voluntarily advance their career, including to be eligible for a higher clinical ladder or classification.

3. The Medical Center will reimburse RNs for initial professional certification fees upon successful completion of the test. RNs may use Paid Education Leave for preparatory classes for the certification.

4. Education leave for maintaining professional certification shall be earned at the rate of 8 hours per year for full-time RNs and 4 hours for part-time RNs. The certification credential is a professional certification if: (1) the examination is nationally available; (2) a recertification interval is defined; (3) the examination tests a professional body of knowledge (i.e., not technical-ACLS, PALS, etc.); and (4) no specific classes are required to be eligible for the examination. Paid professional certification education leave benefits shall not accumulate from year to year and are not included as PTO. Paid professional certification education leave benefits cannot be cashed out. Proof of certification must be received in order for education hours to be paid.

5. In order to receive Paid Education Leave a RN shall provide proof of attendance and completion (i.e, CEU certificate) for a BRN approved education course within sixty (60) days of taking the course. Paid Education Leave shall be paid at the RN's base rate of pay but shall not be treated as hours worked for overtime or any other purpose.

C. Tuition Reimbursement. Tuition reimbursement shall be administered in accordance with the Medical Center's current policy.

D. Advanced Degree Completion Bonus. RNs who earn a degree while employed by the Medical Center shall receive a one-time award of \$1,000 for a BSN, \$1,400 for a Master's Degree and \$2,000 for a Doctoral Degree in accordance with the Medical Center's requirements for such degree bonuses.

ARTICLE 30 BLOOD ASSURANCE PROGRAM PARTICIPATION

RNs will be permitted to participate in any Blood Assurance Program the Medical Center maintains on the same basis as non-bargaining unit employees participate. The Medical Center agrees it will maintain the current Blood Assurance Program which shall remain unchanged through at least June 30, 2024. In the event, after June 30, 2024, the Medical Center modifies its current Blood Assurance Program, the Medical Center will provide the Union at least thirty (30) days advance notice prior to implementation and will, upon request, meet with the Union to discuss the effects, if any, of the modification on any RN who had participated in the Program at least two (2) of the last three (3) years prior to the modification.

ARTICLE 31 PAID TIME OFF (PTO) BENEFITS

A. Accrual. RNs will accrue Paid Time Off (PTO) during the period of this contract according to the following grid:

Level I Employees Non Exempt, Professional & Administrative			
Full & Part Time Years of Service	Days Per Year*	Hours Per Year*	Per Pay Period Accrual Rate*
1	22.9	183.33	7.69
2	25	200	7.69
3	25	200	7.69
4	25	200	7.69
5	30	240	9.23
6	30	240	9.23
7	30	240	9.23
8	30	240	9.23
9	30	240	9.23
10	35	280	10.77
11 or more	36	288	11.07

* Days per year are based on eight (8) hour days. Accrual rates listed are for employees who are “paid” for eighty (80) hours in a given pay period.

B. Administration. All aspects of Paid Time Off will be administered in accordance with applicable Medical Center policy, during the period of this contract.

C. Vacation Scheduling

1. Use of PTO for vacation time will be granted consistent with patient care needs for the unit. Requests for vacation shall not be unreasonably denied.

2. Vacation Approvals:

(a) Vacations will be approved by the supervisor using unit designated procedures during the defined sign-up period for each area (“vacation calendar”). During this time frame, approvals will be granted based on seniority with consideration of rotation system.

(b) Approval of vacation time will be based on a rotation system. RNs may only take same time off once every three years unless this time is available after all other staff have had an opportunity to sign-up during the designated sign-up period for the unit. Provided it will not impact patient care, the Medical Center will not unreasonably deny a RNs request to use PTO to take a vacation up to the length of the PTO time the RN has available on the posting date of the schedule during which the vacation will commence. In

determining reasonableness the Medical Center may rely upon, total staffing on a unit, anticipated acuity, total requests for time off on the unit and anticipated unit census.

- (c) After the defined sign-up period is over, additional vacation time may be granted based on the availability of time off on the vacation calendar and with consideration of the date of request is received (approvals after the sign-up period will be on a first come, first served basis).
- (d) Vacations which have been formally approved by the Unit Manager will not be displaced by subsequent vacation requests of other staff.
- (e) Vacation requests are not granted until final approval is given by the Manager/Supervisor. Requests for vacation will be approved within 14 days after the closing of the sign-ups.
- (f) After all of the above factors have been considered, preference in vacation scheduling will be given to employees with the most seniority when more vacation requests are received for specific time periods than can be granted.
- (g) Vacation requests shall be considered according to the days that the RN requests vacation. Provided a RN requests a full week, if the request is approved it shall include any inclusive weekend days. On units that pre-schedule weekend shifts, RNs shall be deemed to have satisfied any pre-scheduled weekend commitment during the RN's approved vacation.
- (h) The Medical Center will consider single day PTO requests after vacations have been awarded. Single day PTO requests shall not be included within the three (3) year rotation system for vacations.
- (i) RNs who have exhausted PTO due to Medical Center shift cancellations may use unpaid leave to cover pre-scheduled and approved vacation days.

3. Prime Time Vacations: With respect to Christmas Holiday week, New Year's Holiday week, Thanksgiving Holiday week and Spring Break (one week before and one week after Easter), a RN shall not be granted more than one of these weeks per year as vacation. However, additional vacation time off during the above referenced holiday weeks may be granted based on specific unit staffing needs. Vacation requests granted during holiday time periods also include the holiday contained within. Such holiday will include the RN's holiday request as their first choice.

ARTICLE 32 BENEFITS

A. The Medical Center shall maintain the same coverage and deductibles for bargaining unit employees as it provides for its non-bargaining unit employees.

B. The employee percentage of premiums for the employee medical plans shall be the same for bargaining unit employees as it provides for its non-bargaining unit employees.

C. The Medical Center agrees to maintain the following non voluntary benefits: Long Term Disability; Life Insurance; Accidental Death and Dismemberment; and the EAP program.

ARTICLE 33 RETIREMENT PLAN

A. For the duration of their continued employment in a qualifying capacity, participating RNs hired prior to July 1, 2017 shall continue to participate in the Memorial Retirement Plan, Qualified Retirement Plan, which shall remain in full force and effect as a Defined Contribution Plan for the life of this Agreement and may not be modified or discontinued with respect to its application to any RN participating prior July 1, 2017 without mutual agreement of the parties, including the following

1. The deposit will continue to be based on W-2 earnings, not base pay.
2. Vesting will continue to be 5 years. Grandfathered RNs shall receive vesting credit for all years of service with the Medical Center.
3. Eligible grandfathered RNs must have 1,000 hours in each plan year to be eligible for that year's deposit.
4. Eligible grandfathered RNs' range of the deposit will continue to be from 5% to 10% based on years of service.

Years of Service	Overall 2006 Funding Percent
0-4	5%
5-9	6%
10-14	7%
15-19	8%
20-24	9%
25 or more	10%

5. Special Funds will continue to be made available for the grandfathered RN's to invest in Income Funds, e.g. T- Bills, Bonds, Money Market etc.
6. Years of service with the Hospital shall continue to count toward Memorial Retirement Plan vesting.
7. The plan shall be subject to applicable ERISA and IRS regulations.

B. All other RNs (including all RNs hired on or after July 1, 2017) shall be eligible for the duration of the Agreement to continue in the same 401k Qualified Retirement Plan as the Medical

Center provides/offers to similarly tenured management and non-bargaining unit employees. Additionally, the Medical Center guarantees that it will continue to offer all RNs the retirement plan and, in the event the Medical Center decides to modify, supplement or replace any current Retirement Plan, RNs employed prior to the implementation of any modified, supplemental or replaced plan shall be offered a one time choice to continue their current plan or enroll in the new plan. In the event the Medical Center decides to modify, supplement or replace the current 401k Retirement Plan, the Medical Center shall provide the Union reasonable advance notice, and prior to any such change(s) being effective, an opportunity to meet and bargain with the Medical Center over the effects of any such change(s). Under such circumstances, Article 6 Work Stoppages would not apply.

ARTICLE 34 PERSONNEL RECORDS

- A. Any RN has the right to access and inspect his/her personnel records as follows:
1. A RN shall request in writing to access and inspect by filling out an Inspection/Request Form available in the Human Resources Department.
 2. Within 21 days of receipt, Human Resources will provide the RN access to inspect the RN's Human Resources Personnel File in one of the following manners, as designated by the RN:
 - i. Personal review by the RN by scheduling a mutually convenient, reasonable meeting; or
 - ii. Review by a Union Representative by scheduling a mutually convenient, reasonable meeting.
 3. Upon request and following inspection, a RN shall be provided a copy of identified pages of their Human Resources Personnel File bearing his/her signature. The request for these copies must be made in writing via email to LaborRelationsLBMMC@memorialcare.org to the Medical Center's Director, HR/Employee Labor Relations or his/her designee. Copies of these documents shall be provided to the RN as soon as practical and at a charge to the requesting RN.
- B. A RN may access such files once a year, except that any RN who is disciplined may access such file within 14 days of such discipline.
- C. Notices of discipline shall not be placed in the RN's personnel file without the knowledge of the RN. Prior disciplines in a RN's personnel file shall only be utilized consistent with the principles of just cause.

ARTICLE 35 LEAVE OF ABSENCE

- A. The Medical Center shall provide RNs with leaves of absence which are required by state and federal law. Currently, these leaves of absence are family medical leaves, pregnancy leaves, worker's compensation leaves and military leaves. Such leaves shall be granted and administered in accordance with the applicable state and/or federal laws.

B. The Medical Center shall also provide RNs with leaves of absence for medical leaves for non-occupational disabilities (i.e., not governed by federal or state family and medical leave statutes or the worker's compensation statutes), jury duty, witness duty and bereavement. The leaves specified in this Section B shall be administered in accordance with applicable Medical Center policy.

C. Association Leave

1. If a RN is elected or appointed to a position by the Union, the Medical Center will grant up to 6 individuals not from the same unit, or shift, a maximum of 3 months each for Association Leave.

2. RNs on Association Leave are not required to use PTO. They will not accrue PTO while on Association Leave. RNs will be responsible for COBRA premiums commencing the first day of the pay period following the start of the leave.

3. RNs will be guaranteed return to their existing position, status and shift following their Association Leave.

ARTICLE 36 SAFE PATIENT HANDLING

A. The Medical Center is committed to providing a safe working environment that includes a commitment to protect RNs from workplace injuries associated with the handling of patients. The Medical Center shall implement and administer a safe patient handling procedure in accordance with applicable law.

B. The Medical Center shall provide appropriate lifting devices and equipment and will provide periodic and on-going training to RNs on the appropriate use of such lifting devices and equipment, body mechanics to handle patients safely and the five areas of body exposure: vertical, lateral, bariatric, repositioning, and ambulation.

C. Reasonable efforts will be made to reduce the need for patient care providers to manually lift patients. Reasonable efforts may include the integration of mechanical lifts, education and appropriate training for staff involved in handling of patients. Should a RN believe it is warranted, the RN may request their manager to order an ergonomic evaluation of the work environment, including the RN's work space and equipment.

D. As the coordinator of care, RNs shall be responsible to evaluate each patient handling situation and shall participate as needed in patient handling in accordance with the RNs job description and professional judgment. In addition to the regularly scheduled ancillary nursing staff, appropriately trained staff will be designated to assist with patient lifting and handling where needed. Said staff will be available twenty-four hours per day and the Medical Center shall schedule sufficient staff so that one appropriately trained assistive staff may be assigned to a mobility/lifting/handling role for the following floors/areas (In-Patient Rehab Facility, 2, 3, 4, 5, 6, 7, ED and OR/PACU (rotated based on work flow as designated by OR Charge RN)) of the Medical Center, with recognition that such ability may be impacted by staff absences and leaves and patient safety needs, however, in such instances the Medical Center will make every reasonable effort to procure additional personnel.

E. A RN shall not be required to manually lift or otherwise handle any patient where the RN, in his or her professional judgment, has a belief that doing so will endanger the health or safety of either the RN or the patient.

F. The Professional Practice Committee is the appropriate forum to raise safety concerns related to this Article and/or the handling or movement of patients. The Medical Center shall give due and fair consideration to recommendations from the Professional Practice Committee that are intended to reduce workplace injuries associated with the movement or handling of patients.

ARTICLE 37 NURSE HEALTH AND SAFETY AND WORKPLACE VIOLENCE PREVENTION

A. **Nurse Health and Safety.** The Medical Center is committed to ensuring a safe and healthy workplace. In addition to consideration of recommendations made by the PPC as provided for in Article 16, the Medical Center maintains an Environment of Care Committee (“EOC”) which is tasked with safety, security, hazardous materials and waste, fire safety, medical equipment management, utilities management and emergency preparedness management.

1. The EOC shall meet at least once a quarter. The Medical Center shall inform the Union of the date and time of EOC meetings at least ninety (90) days in advance of any regularly scheduled meeting.
2. The EOC shall be comprised of management and non-management employees from throughout the Medical Center with responsibilities concerning the EOC’s tasks.
3. The Medical Center agrees to permit the Union to appoint two (2) RNs, one (1) from MemorialCare Long Beach Medical Center and one (1) from MemorialCare Miller Children’s and Women’s Hospital Long Beach. Such RNs time spent in official EOC meetings shall be considered hours worked. The Union shall rotate its appointment members to the EOC such that no member shall serve more than three (3) consecutive years without taking at least three (3) years off.

B. **Workplace Violence Prevention.** The Medical Center and Union acknowledge a shared interest in a safe and healthy work environment, including prevention of any workplace violence. To that end, the Medical Center agrees to comply with all applicable local, state and federal health and safety laws and regulations. The Union similarly agrees to support the Medical Center’s efforts to ensure a safe and healthy work environment and the parties recognize it is the obligation of the Medical Center, the Union and each individual RN to adhere to all safety related laws, regulations and policies.

1. The parties agree on the following mutual goals:
 - (a) Maintenance of a safe work environment;
 - (b) Prohibition of workplace violence;
 - (c) Training in workplace safety;

- (d) Prompt investigation of reported instances of workplace violence;
 - (e) Resources available to RNs who have experienced or are concerned with workplace violence issues; and
 - (f) Prohibition of retaliation for good-faith reports of workplace violence.
2. The Medical Center shall maintain a Workplace Violence Prevention Plan to protect RNs and employees in accordance with applicable laws and regulations. The EOC will be responsible for administration and compliance with the Plan, which as noted above shall include two (2) Nurses appointed by the Union.
3. As part of its efforts to provide a safe and healthy work environment, the Medical Center shall maintain security and access protocols and procedures designed to protect the employees and patients of the Medical Center and all employees and the Union are expected to adhere to these policies and abide by the direction of the security personnel entrusted with protecting the Medical Center. The parties also acknowledge that no employee or RN should have to endure any act of violence or threat or implied threat of violence from any other person and that should an employee or RN engage in such conduct it would be just cause to terminate their employment.
4. Any RN who feels he or she has experienced a threat or actual violent act by any other person should report the incident immediately in accordance with Medical Center policy. Any RN who is not satisfied with or has concerns regarding the Medical Center's response to a reported incident may raise the issue, with or without a RN Representative, to Human Resources which will investigate and respond to the RN's concerns.
5. The Medical Center will plan for and schedule Public Safety to round the parking lots on campus twenty-four (24) hours a day, seven (7) days a week, in an effort to promote workplace safety and assist in the prevention of physical harm and property.

C. Infectious Disease Program.

1. General: The Medical Center agrees to provide a safe and healthy work environment for RNs and further agrees to comply with all applicable local, state, and federal health and safety laws and regulations.
2. Protocols and Personal Protective Equipment.
- (a) The Medical Center shall provide appropriate protocols and personal protective equipment (PPE) based on the type and nature of the disease.
 - (b) The Medical Center shall maintain a stockpile of new, unused PPE meeting or exceeding that required by applicable law, including: N95 filtering facepiece respirators, powered air-purifying respirators with high efficiency particulate air filters, surgical masks, isolation gowns, eye protection, and shoe coverings.

- (c) The Medical Center shall ensure that appropriate PPE is made readily accessible at the bedside to all RNs caring for suspected or confirmed infected patients.
- (d) Any RN assigned to a patient suspected of having an infectious disease shall be provided and use the same PPE and precautions as would be used in the case of a confirmed case of the disease.
- (e) The Medical Center shall continue to make available to all RNs the ability to have any model(s) of N95 masks they are required to use fit tested by Employee Health. Fit testing shall be available during hours that accommodate all shifts.
- (f) The Medical Center shall ensure that all patients are appropriately screened for infectious disease in accordance with California Department of Public Health recommendations and requirements.

3. Training and Education.

- (a) The Medical Center shall provide appropriate training and education, for all RNs who may be exposed to patients, their body fluids, or other potentially infected materials. Training and education shall include, but not be limited to, training in donning and doffing of personal protective equipment, facility exposure control plans, and other programs related to infectious diseases. There will be additional training and education as needed based on new conditions relating to infectious diseases. Following training, RNs who fail to adhere to the training expectations may be disciplined up to and including termination.

4. Special PPC Meetings for Novel Epidemiological Diseases.

In the event of a future novel epidemiological disease outbreak that raises to the level of a declared national epidemic, pandemic or public health emergency issued by the Long Beach Public Health Department, the PPC may request an expedited meeting with the Medical Center to discuss issues and evidence-based solutions directly related to the Medical Center's response to the diseases and appropriate actions to ensure safe patient care and staffing. Notwithstanding the timeframes established in Article 16 (C)(1), the initial meeting shall be expedited and held within ten (10) days of the PPC request and the Medical Center's response shall be provided within ten (10) days of the PPC meeting.

D. With the exception of alleged violations of Section B(2) which may be addressed through the procedures of Article 9 and 10, the parties agree that the PPC is the proper forum for addressing issues, concerns or future recommendations from the Union regarding the administration of this Article.

ARTICLE 38 TECHNOLOGY

Utilization of technology should support the provision of safe, therapeutic, effective care by RNs. This occurs within the structure of the nursing process, including the exercise of clinical judgment in assessment, diagnosis, planning, implementation, and evaluation of patient care, and acting as a patient advocate.

Technology should be utilized in a manner to safeguard patient confidentiality.

Technology provides information and tools to support clinical decision making as appropriate. RNs will maintain accountability for actual clinical decision making, based on individualized patient needs within their scope of practice. RNs should inform the Medical Center in the event any technology or equipment is not available, working or in functioning order such that it is impacting their ability to provide the expected level of care. No RN shall be disciplined for informing the Medical Center of any such issues or for the issues caused by any such issue where the RN took all reasonable and necessary steps to perform his or her duties with the technology and equipment available.

The Professional Practice Committee may provide input regarding new technology affecting the delivery of direct patient care as well as the continued utilization, function, needed maintenance, replacement and repair of current technology and technological equipment. The Medical Center shall review and consider any input provided and provide a written response as provided for under Article 16.

ARTICLE 39 REGISTERED NURSE RESPONSE NETWORK

A. In the event that a RN wishes to provide assistance to victims of future natural disasters and other emergencies, the RN may apply for an unpaid personal leave of absence in accordance with the Leave of Absence provision of this Agreement.

B. The Union will provide all training and will be responsible for all logistics, coordination with local authorities, transportation, meals and lodging.

C. No RN engaged in such activity shall claim in any manner that she or he is representing or acting on behalf of the Medical Center.

D. The Medical Center will make reasonable efforts to accommodate RNs who wish to take volunteer assignments with the Registered Nurse Response Network. However, the Parties agree that the primary concern shall remain the patients and operations of the Medical Center. Accordingly, the Medical Center shall have full and complete discretion to determine whether or not grant such leave, including, but not limited to, the length of leave and the number of RNs on Registered Nurse Response Network Leave at any given time.

E. No RN shall use the granting of leave under this provision for any purpose other than as provided in this provision.

ARTICLE 40 DURATION AND TERMINATION

A. This Agreement shall become effective as of the date of ratification and shall continue through March 31, 2025 at 11:59 P.M. This Agreement shall automatically be renewed from year-to-year following expiration of this term, unless either the Medical Center or the Union gives written notice to the other party of intent to modify or negotiate a successor to this Agreement, at least 90 days prior to the expiration date, or, if automatically renewed, at least 90 days prior to the next anniversary date of expiration.

B. When any party provides notice pursuant to Section A above, negotiations shall begin no later than sixty (60) days prior to the applicable expiration date and shall continue until agreement or legal impasse is reached; and during said negotiations, this Agreement shall remain in full force and effect, except that after such negotiations have commenced and continued for at least thirty (30) days, either party, on sixty (60) days' notice to the other, may terminate said Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective June 24, 2022.

CALIFORNIA NURSES ASSOCIATION

**MEMORIALCARE LONG BEACH
MEDICAL CENTER AND MILLER
CHILDREN'S & WOMEN'S HOSPITAL**

By: _____
Bonnie Castillo, Executive Director

By: _____
(b) (6), (b) (7)(C)

By: _____
Jennifer Lemmon, Southern
California/Nevada Director

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
(b) (6), (b) (7)(C)

By: _____
Sam Cook, Assistant Director, Southern
California Acute Care Division

APPENDIX A - RN WAGE GRID

RN II				RN III/Case Manager				RN IV			
Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year
New	\$43.71	\$45.46	\$47.28	-	-	-	-	-	-	-	-
1	\$50.17	\$53.18	\$56.37	1	\$53.67	\$56.68	\$59.87	1	\$55.92	\$58.93	\$62.12
2	\$54.18	\$57.43	\$60.88	2	\$57.68	\$60.93	\$64.38	2	\$59.93	\$63.18	\$66.63
3	\$55.81	\$59.16	\$62.71	3	\$59.31	\$62.66	\$66.21	3	\$61.56	\$64.91	\$68.46
4	\$57.21	\$60.64	\$64.28	4	\$60.71	\$64.14	\$67.78	4	\$62.96	\$66.39	\$70.03
5	\$58.35	\$61.85	\$65.56	5	\$61.85	\$65.35	\$69.06	5	\$64.10	\$67.60	\$71.31
6	\$59.05	\$62.59	\$66.35	6	\$62.55	\$66.09	\$69.85	6	\$64.80	\$68.34	\$72.10
7	\$59.70	\$63.28	\$67.08	7	\$63.20	\$66.78	\$70.58	7	\$65.45	\$69.03	\$72.83
8	\$60.30	\$63.92	\$67.76	8	\$63.80	\$67.42	\$71.26	8	\$66.05	\$69.67	\$73.51
9	\$60.90	\$64.55	\$68.42	9	\$64.40	\$68.05	\$71.92	9	\$66.65	\$70.30	\$74.17
10	\$61.51	\$65.20	\$69.11	10	\$65.01	\$68.70	\$72.61	10	\$67.26	\$70.95	\$74.86
11	\$62.13	\$65.86	\$69.81	11	\$65.63	\$69.36	\$73.31	11	\$67.88	\$71.61	\$75.56
12	\$63.06	\$66.84	\$70.85	12	\$66.56	\$70.34	\$74.35	12	\$68.81	\$72.59	\$76.60

RN V				RNFA			
Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year
-	-	-	-	-	-	-	-
1	\$57.32	\$60.40	\$63.67	1	\$60.11	\$63.35	\$66.78
2	\$61.43	\$64.76	\$68.30	2	\$64.42	\$67.92	\$71.63
3	\$63.10	\$66.53	\$70.17	3	\$66.18	\$69.78	\$73.59
4	\$64.53	\$68.05	\$71.78	4	\$67.68	\$71.37	\$75.28
5	\$65.70	\$69.29	\$73.09	5	\$68.91	\$72.67	\$76.66
6	\$66.42	\$70.05	\$73.90	6	\$69.66	\$73.47	\$77.51
7	\$67.09	\$70.76	\$74.65	7	\$70.36	\$74.21	\$78.29
8	\$67.70	\$71.41	\$75.35	8	\$71.00	\$74.90	\$79.02
9	\$68.32	\$72.06	\$76.02	9	\$71.65	\$75.57	\$79.73
10	\$68.94	\$72.72	\$76.73	10	\$72.30	\$76.27	\$80.47
11	\$69.58	\$73.40	\$77.45	11	\$72.97	\$76.98	\$81.23
12	\$70.53	\$74.40	\$78.52	12	\$73.97	\$78.03	\$82.35

All Per Diem RNs with twelve (12) years of experience or less shall receive 10% above the appropriate wage step on the RN II wage grid based on their years of active RN licensure.

All Per Diem RNs with more than twelve (12) years of experience shall receive 10% above the twelve (12) year wage step on the RN II wage grid.

**APPENDIX B- MEDICAL CENTER NON -BENEFIT STAFF-PER DIEM WAGES,
CATEGORIES AND REQUIREMENTS**

All Per Diem RNs will be required to meet the availability, work commitment and requirements specified in Article 19 E, except for Per Diem RNs who were in a “Resource” category as of March 31, 2022 will not be required to increase their work availability or commitment beyond the work commitment/requirements noted below for the category they were in as of March 31, 2022, (Note: Should a Per Diem RN covered by this Appendix transfer to a full or parttime status and subsequently transfer back to per diem status, this Appendix will no longer apply to them and they will be required to meet the availability, work commitment and requirements of Article 19 E shall apply).

Prior Category	Rate of Pay/hr.	Work Commitment / Requirements <u>8 hour Shifts</u>	Work Commitment / Requirements <u>12 hour Shifts</u> *12-hour work option may be <u>required</u> in clinical areas where this scheduling practice exists.
Flexible Resource as of March 31, 2022	Per Diem Rate - See Article 26/ Appendix A	Flexible Resource RNs are required to work at least four (4) shifts per four (4) week schedule, one (1) of which must be a weekend shift One (1) major holiday per year May self-cancel with 24 hour notice, but must meet minimum commitment	Flexible Resource RNs are required to work at least three (3) shifts per four (4) week schedule, one (1) of which must be a weekend shift One (1) major holiday per year May self-cancel with 24 hour notice, but must meet minimum commitment
Scheduled Resource as of March 31, 2022	Per Diem Rate - See Article 26/ Appendix A	Scheduled Resource RNs are required to commit to one of the following budgeted programs: <u>6 Shift program</u> - Must be pre-scheduled for a minimum of 48 hours per four (4) week schedule <u>8 Shift program</u> - Must be pre-scheduled for a minimum of 64 hours per four (4) week schedule Must work two (2) weekend shifts per schedule (or less per unit needs) One (1) major and one (1) minor holiday per year based on unit need No self-cancellation	Scheduled Resource RNs are required to commit to one of the following budgeted programs: <u>4 Shift program</u> - Must be pre-scheduled for a minimum of 48 hours per four (4) week schedule <u>5 Shift program</u> - Must be pre-scheduled for a minimum of 60 hours per four (4) week schedule Must work two (2) weekend shifts per schedule (or less per unit needs) One (1) major and one (1) minor holiday per year based on unit need No self-cancellation
All Per Diems Entering/Reentering roll on or after April 1, 2022	Per Diem Rate - See Article 26/ Appendix A	Per Diem RNs must include availability for scheduled shifts equaling at least forty-eight (48) hours per four (4) week schedule, including two (2) weekend shifts per schedule (or less per unit needs), as well as a minimum of at least one (1) major and one (1) minor holiday per year based on unit need No self-cancellation	Per Diem RNs must include availability for scheduled shifts equaling at least forty-eight (48) hours per four (4) week schedule, including two (2) weekend shifts per schedule (or less per unit needs), as well as a minimum of at least one (1) major and one (1) minor holiday per year based on unit need No self-cancellation

APPENDIX C- NURSE PRACTITIONERS

Nurse Practitioners (“NP”s) shall be treated and compensated in the following manner:

1. Continued Recognition: The NPs are covered by the Agreement and the Medical Center recognizes the Union as their exclusive bargaining representative pursuant to Article 2.

2. Professional Duties: The Medical Center’s NPs are persons employed in a professional capacity in the field of medicine, certified and licensed as nurse practitioners, who are primarily engaged in performing duties for which certification is required pursuant to Article 8 of Chapter 6 of Division 2 of the California Business and Professions Code. NPs regular duties require customary and regular exercise of discretion within their scope of practice.

3. Salary Basis: The parties agree and acknowledge that each of the NPs employed by the Medical Center are expected to and do perform duties and otherwise meet the criteria which qualifies them to be considered “exempt” for overtime under the Fair Labor Standard Act, the California Labor Code and California Industrial Welfare Commission Order Number 5 Section 1(B)(3)(g)(iii). All NPs have been and, with the exception of employees working under the NP-S classification, shall continue to be compensated on a salary basis and shall be exempt from any overtime premiums.

a. Salaries: For the avoidance of doubt NP-1s and NP-2s shall be paid on a salary basis and shall receive a weekly salary in accordance with the applicable chart in Paragraph 6 below.

b. FTE Salaries: Due to the fluctuating needs of departments and/or individual requests or needs of the NPs, some NPs may be hired at a full time equivalent (“FTE”) less than 1.0, with FTEs anywhere between .5 to .9. In such circumstances the NP’s salary shall be based on their allocated full time equivalent; for example a .9 FTE NP whose years of experience would paid a weekly salary of \$2,000 according to the salary chart in Paragraph 6 below would receive weekly salary of \$1,800 [($.9 \times \$2,000.00$)]. Notwithstanding the adjusted FTE salary, the NP-1s and NP-2s shall be classified as exempt and nothing about adjusted salary in any way alters or impacts the exempt nature of their work.

c. No Additional Compensation: The NPs’ salary shall constitute the full monetary contractual compensation due to NPs under this Agreement. For the avoidance of doubt the NPs shall not be entitled to overtime compensation, shift differentials, shift bonuses, relief coordinator pay, preceptor pay, stand-by pay, call back pay or any similar differentials or additional compensation whether under this Agreement or otherwise.

i. DEA Certificate: Notwithstanding the above, NPs whose position requires they maintain a DEA Certificate in order to do the regular functions of their job shall be reimbursed by the Medical Center for any certificate or renewal obtained during the term of this Agreement.

4. NP-S Classification: To accommodate the various scheduling needs of the Medical Center and provide added occupational flexibility to NPs the parties established the “NP-S” and “NP2-S” classifications. NP-S and NP2-S’s will be nurse practitioners who like the other NPs will meet the duties and other requirements of an exempt employee but who will be scheduled on a per shift basis and paid a hourly rate in accordance with the applicable chart in Paragraph 6 below.

a. Overtime: The NP-S and NP2-S's shall be entitled to premium overtime pay in accordance with Article 25, Section A.

b. Additional Compensation: The NP-S and NP2-S's hourly wage together with any applicable shift differential under the Agreement (including any applicable overtime) shall constitute the full monetary compensation due to NPs under this Agreement.

i. DEA Certificate: Notwithstanding the above, NPs whose position requires they maintain a DEA Certificate in order to do the regular functions of their job shall be reimbursed by the Medical Center for any certificate or renewal obtained during the term of this Agreement.

5. RNs Working NP Secondary Job Code ("RN/NP-2d"): As a result of the occasional or fluctuating need for qualified nurse practitioners and the acknowledgement that certain employees are employed under the RN II, III or IV classifications but are also certified and licensed as NPs. The parties have agreed that such RN IIs, IIIs or IVs may work in a NP capacity under a secondary job code and when they do so they shall be paid an hourly rate in accordance with the applicable chart in Paragraph 6 below.

a. Overtime: The RN/NP-2ds shall be entitled to premium overtime pay pursuant to the provisions of the Agreement, including daily overtime when working more than twelve (12) hours in a workday.

b. Additional Compensation: The RN/NP-2ds shall be entitled to differentials and other compensation pursuant to the provisions of the Agreement applicable to non-NP RNs.

(continued on next page)

6. **Salary and Wages Rates:**

NP I (Weekly Rate)				NP2 (Weekly Rate)			
Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year
-	-	-	-	-	-	-	-
1	\$2,478.00	\$2,626.80	\$2,784.40	1	\$2,546.00	\$2,699.20	\$2,860.80
2	\$2,602.00	\$2,758.00	\$2,923.60	2	\$2,673.60	\$2,834.00	\$3,004.00
3	\$2,719.20	\$2,882.00	\$3,055.20	3	\$2,794.00	\$2,961.20	\$3,139.20
4	\$2,841.60	\$3,011.60	\$3,192.80	4	\$2,919.60	\$3,094.40	\$3,280.80
5	\$2,926.80	\$3,102.00	\$3,288.40	5	\$3,007.20	\$3,187.20	\$3,378.80
6	\$2,956.00	\$3,133.20	\$3,321.20	6	\$3,037.20	\$3,219.20	\$3,412.40
7	\$2,975.20	\$3,153.60	\$3,342.80	7	\$3,057.20	\$3,240.40	\$3,434.80
8	\$3,004.80	\$3,185.20	\$3,376.40	8	\$3,087.60	\$3,272.80	\$3,469.20
9	\$3,027.20	\$3,209.20	\$3,401.60	9	\$3,110.40	\$3,297.60	\$3,495.20
10	\$3,042.40	\$3,225.20	\$3,418.80	10	\$3,126.00	\$3,314.00	\$3,512.80
11	\$3,072.80	\$3,257.60	\$3,452.80	11	\$3,157.20	\$3,347.20	\$3,547.60
12	\$3,103.60	\$3,290.00	\$3,487.20	12	\$3,188.80	\$3,380.40	\$3,583.20

NP-S/NP-2d				NP2-S			
Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year
-	-	-	-	-	-	-	-
1	\$61.95	\$65.67	\$69.61	1	\$63.65	\$67.48	\$71.52
2	\$65.05	\$68.95	\$73.09	2	\$66.84	\$70.85	\$75.10
3	\$67.98	\$72.05	\$76.38	3	\$69.85	\$74.03	\$78.48
4	\$71.04	\$75.29	\$79.82	4	\$72.99	\$77.36	\$82.02
5	\$73.17	\$77.55	\$82.21	5	\$75.18	\$79.68	\$84.47
6	\$73.90	\$78.33	\$83.03	6	\$75.93	\$80.48	\$85.31
7	\$74.38	\$78.84	\$83.57	7	\$76.43	\$81.01	\$85.87
8	\$75.12	\$79.63	\$84.41	8	\$77.19	\$81.82	\$86.73
9	\$75.68	\$80.23	\$85.04	9	\$77.76	\$82.44	\$87.38
10	\$76.06	\$80.63	\$85.47	10	\$78.15	\$82.85	\$87.82
11	\$76.82	\$81.44	\$86.32	11	\$78.93	\$83.68	\$88.69
12	\$77.59	\$82.25	\$87.18	12	\$79.72	\$84.51	\$89.58

All Per Diem NPs with twelve (12) years of experience or less shall receive 10% above the appropriate wage step on the NP-S wage grid based on their years of active RN licensure.

All Per Diem NPs with more than twelve (12) years of experience shall receive 10% above the twelve (12) year wage step on the NP-S wage grid.

APPENDIX D - RN EDUCATORS

RN Educators shall be treated and compensated in the following manner:

1. Continued Recognition: The RN Educators are covered by the Agreement and the Medical Center recognizes the Union as their exclusive bargaining representative pursuant to Article 2.

2. Exempt Duties: The Medical Center's RN Educators are persons employed in a professional, executive and/or administrative capacity in the field of medicine who are primarily responsible for instructing, administering, training, educating, and observing RNs and evaluating and assessing the skills and educational needs of RNs. RN Educators also have input on the skills competency and work performance of RNs and make recommendations on clinical advancement opportunities for RNs. RN Educators also develop quality assurance and performance improvement processes and participate in the development and implementation of education and certification programs within the Medical Center. RN Educators' regular duties require customary and regular exercise of discretion and independent judgement within their scope of practice, and RN Educators' have autonomy in the performance of their regular duties and perform such regular duties under only general supervision. The RN Educator position places strong emphasis on bridging educational needs with clinical performance in patient care areas. RN Educators develop a comprehensive plan for meeting the educational needs of the staff in their unit and carry out that plan to support high quality and excellence in patient care. Except for RN Educators explicitly designated by the Medical Center or hired into the RN Educator-S classification described below, all RN Educators shall be treated exempt effective the first full pay period following ratification of this Agreement.

3. Salary Basis: The parties agree and acknowledge that each of the RN Educators employed by the Medical Center are expected to and do perform duties and otherwise meet the criteria which qualifies them to be considered "exempt" for overtime under the Fair Labor Standard Act, the California Labor Code and California Industrial Welfare Commission Order Number 5 Sections 1(B).

a. Salaries: For the avoidance of doubt RN Educators shall be paid on a salary basis and shall receive a weekly salary in accordance with the applicable chart in Paragraph 6 below.

b. FTE Salaries: Due to the fluctuating needs of departments and/or individual requests or needs of the RN Educators, some RN Educators may be hired at a full time equivalent ("FTE") less than 1.0, with FTEs anywhere between .5 to .9. In such circumstances the RN Educator's salary shall be based on their allocated full time equivalent; for example a .9 FTE RN Educator whose years of experience would paid a weekly salary of \$2,000 according to the salary chart in Paragraph 6 below would receive weekly salary of \$1,800 $[(.9 \times \$2,000.00)]$. Notwithstanding the adjusted FTE salary, the RN Educators shall be classified as exempt and nothing about adjusted salary in any way alters or impacts the exempt nature of their work.

c. Flexible Work Schedule: Given the nature of their work salaried RN Educators shall have the flexibility, in consultation with their Director, to self-schedule their work day as necessary to meet the requirements of their job and their schedule and hours will fluctuate accordingly with RN Educators working an average of thirty-five (35) to forty-five (45) hours per week, with mutual recognition sometimes work requirements may at time result in less or more hours in a week as necessary. RN Educators shall not be required to work excessive hours and should a RN Educator believe their workload is unmanageable they may request a meeting with their Director, Human Resources Business Partner and a RN or Labor Representative to discuss.

d. No Additional Compensation: The RN Educators' salary shall constitute the full monetary compensation due to RN Educators under this Agreement. For the avoidance of doubt the RN Educators shall not be entitled to overtime compensation, shift differentials, shift bonuses, relief coordinator pay, preceptor pay, stand-by pay, call back pay or any similar differentials or additional compensation whether under this Agreement or otherwise.

e. Continuing Education: Although RNs in an exempt position do not accrue Education Leave, RN Educators shall be permitted the flexibility to pursue continuing education during the course of a regular work week without loss of pay. Specifically, and provided that it does not interfere with their job duties and is communicated to their director, exempt RN Educators shall be permitted time away from the Medical Center to take BRN-approved courses that complement their current position, advance their skills as RN Educators, satisfy their continuing education requirements, and/or count toward obtaining or maintaining non-mandatory professional certifications and, with advance approval, will also be permitted to attend job appropriate training conferences and seminars.

4. RN Educator-S Classification: To accommodate the various scheduling needs of the Medical Center and provide added occupational flexibility to RN Educators the parties established the "RN Educator-S" classification. RN Educator-S will be RN Educators who like the other RN Educators will meet the duties and other requirements of an exempt employee but who will be scheduled on a per shift basis and paid an hourly rate in accordance with the applicable chart in Paragraph 6 below.

a. Overtime: The RN Educator-S's shall be entitled to premium overtime pay in accordance with Article 25, Section A.

b. Additional Compensation: The RN Educator-S's hourly wage together with any applicable shift differential under the Agreement (including any applicable overtime) shall constitute the full monetary compensation due to RN Educators under this Agreement.

5. The RN Educator position is an advanced nursing position requiring specialized skills, training, education and competencies as determined by the Medical Center for their specific areas of education. As such, the RN Educator position falls outside the clinical ladders and professional

advancement boards. Rather, the RN Educator position is awarded to the most qualified RN IV equivalent (or higher) RN with the appropriate skills, education, competencies and experience for the particular areas of education required by the position and RN Educators do not need to resubmit annual revalidation of their level elements provided they continue to maintain and meet the expectations of their position.

6. Salary and Wages Rates:

RN CLINICAL EDUCATOR (Weekly Rate)				RN CLINICAL EDUCATORS			
Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year
-	-	-	-	-	-	-	-
1	\$2,292.72	\$2,416.13	\$2,546.92	1	\$57.32	\$60.40	\$63.67
2	\$2,457.13	\$2,590.38	\$2,731.83	2	\$61.43	\$64.76	\$68.30
3	\$2,523.96	\$2,661.31	\$2,806.86	3	\$63.10	\$66.53	\$70.17
4	\$2,581.36	\$2,721.99	\$2,871.23	4	\$64.53	\$68.05	\$71.78
5	\$2,628.10	\$2,771.60	\$2,923.71	5	\$65.70	\$69.29	\$73.09
6	\$2,656.80	\$2,801.94	\$2,956.10	6	\$66.42	\$70.05	\$73.90
7	\$2,683.45	\$2,830.23	\$2,986.03	7	\$67.09	\$70.76	\$74.65
8	\$2,708.05	\$2,856.47	\$3,013.91	8	\$67.70	\$71.41	\$75.35
9	\$2,732.65	\$2,882.30	\$3,040.97	9	\$68.32	\$72.06	\$76.02
10	\$2,757.66	\$2,908.95	\$3,069.26	10	\$68.94	\$72.72	\$76.73
11	\$2,783.08	\$2,936.01	\$3,097.96	11	\$69.58	\$73.40	\$77.45
12	\$2,821.21	\$2,976.19	\$3,140.60	12	\$70.53	\$74.40	\$78.52

All Per Diem Clinical RN Educators with twelve (12) years of experience or less shall receive 10% above the appropriate wage step on the Clinical RN Educator-S wage grid based on their years of active RN licensure.

All Per Diem Clinical RN Educators with more than twelve (12) years of experience shall receive 10% above the twelve (12) year wage step on the Clinical RN Educator-S wage grid.

APPENDIX E- CLINICAL RN INSTRUCTORS

Clinical RN Instructors shall be treated and compensated in the following manner:

1. Continued Recognition: The Clinical RN Instructors are covered by the Agreement and the Medical Center recognizes the Union as their exclusive bargaining representative pursuant to Article 2.

2. Exempt Duties: The Medical Center's Clinical RN Instructors are persons employed in a professional, executive and/or administrative capacity in the field of medicine who are primarily responsible for providing nursing clinical and classroom instruction to nursing students as part of an accredited higher education program; directing, managing, training, and supervising nursing students during their clinical rotations at the Medical Center; and evaluating and assessing the development of nursing students in a clinical environment. Clinical RN Instructors' regular duties require customary and regular exercise of discretion and independent judgment within their scope of practice, and Clinical RN Instructors have autonomy in the performance of their regular duties and perform such regular duties under only general supervision. Clinical RN Instructors use their professional discretion in teaching/advising students, preparing for class, evaluating student performance, and working collaboratively with colleagues, including participation in Medical Center and campus committees and other related activities. Except for Clinical RN Instructors explicitly designated by the Medical Center or hired into the Clinical RN Instructor-S classification described below, all Clinical RN Instructors shall be treated exempt effective the first full pay period following ratification of this Agreement.

3. Salary Basis: The parties agree and acknowledge that each of the Clinical RN Instructors employed by the Medical Center are expected to and do perform duties and otherwise meet the criteria which qualifies them to be considered "exempt" for overtime under the Fair Labor Standard Act, the California Labor Code and California Industrial Welfare Commission Order Number 5 Sections 1(B).

a. Salaries: For the avoidance of doubt Clinical RN Instructors shall be paid on a salary basis and shall receive a weekly salary in accordance with the applicable chart in Paragraph 8 below.

b. FTE Salaries: Due to the fluctuating needs of departments and/or individual requests or needs of the Clinical RN Instructors, some Clinical RN Instructors may be hired at a full time equivalent ("FTE") less than 1.0, with FTEs anywhere between .5 to .9. In such circumstances the Clinical RN Instructors' salary shall be based on their allocated full time equivalent; for example a .9 FTE Clinical RN Instructors whose years of experience would paid a weekly salary of \$2,000 according to the salary chart in Paragraph 6 below would receive weekly salary of \$1,800 [($.9 \times \$2,000.00$)]. Notwithstanding the adjusted FTE salary, the Clinical RN Instructors shall be classified as exempt and nothing about adjusted salary in any way alters or impacts the exempt nature of their work.

c. Flexible Work Schedule: Given the nature of their work salaried Clinical RN Instructors shall have the flexibility, in consultation with their Director, to schedule their work day as necessary to meet the requirements of their job and their schedule and hours will fluctuate accordingly with Clinical RN Instructors working an average of thirty-five (35) to forty-five (45) hours per week, with mutual recognition sometimes work requirements may at time result in less or more hours in a week as necessary. A fulltime (1.0 FTE) Clinical RN Instructor shall generally be responsible for teaching two classes per Fall and Spring semesters and one class per Summer session. Clinical RN Instructors shall not be required to work excessive hours and should a Clinical RN Instructor believe their workload is unmanageable they may request a meeting with their Director, Human Resources Business Partner and a RN or Labor Representative to discuss.

d. No Additional Compensation: The Clinical RN Instructors' salary shall constitute the full monetary compensation due to Clinical RN Instructors under this Agreement. For the avoidance of doubt the Clinical RN Instructors shall not be entitled to overtime compensation, shift differentials, shift bonuses, relief coordinator pay, preceptor pay, stand-by pay, call back pay or any similar differentials or additional compensation whether under this Agreement or otherwise.

4. Clinical RN Instructors-S Classification: To accommodate the various scheduling needs of the Medical Center and provide added occupational flexibility to Clinical RN Instructors the parties established the "Clinical RN Instructor-S" classification. Clinical RN Instructor-S will be Clinical RN Instructors who like the other Clinical RN Instructors will meet the duties and other requirements of an exempt employee but who will be scheduled on a per shift basis and paid an hourly rate in accordance with the applicable chart in Paragraph 8 below.

a. Overtime: The Clinical RN Instructor-S's shall be entitled to premium overtime pay in accordance with Article 25, Section A.

b. Additional Compensation: The Clinical RN Instructor-S's hourly wage together with any applicable shift differential under the Agreement (including any applicable overtime) shall constitute the full monetary compensation due to Clinical RN Instructor-S's under this Agreement.

5. RNs Working Clinical RN Instructor Secondary Job Code ("CNI-2d"): As a result of the occasional or fluctuating need for qualified Clinical RN Instructor and the acknowledgement that certain employees are employed under the RN II, III or IV classifications but are also qualified to be Clinical RN Instructor. The parties have agreed that such RN IIs, IIIs or IVs may work in a Clinical RN Instructor capacity under a secondary job code and when they do so they shall be paid an hourly rate in accordance with the applicable chart in Paragraph 8 below.

a. Overtime: The CNI-2ds shall be entitled to premium overtime pay pursuant to the provisions of the Agreement, including daily overtime when working more than twelve (12) hours in a workday.

b. Additional Compensation: The CNI-2ds shall be entitled to differentials and other compensation pursuant to the provisions of the Agreement applicable to non-Clinical RN Instructors.

6. Travel Reimbursement: The Medical Center and the Union recognize that Clinical Nurse Instructors have two primary work locations: California State University Long Beach and the Medical Center. Travel expenses incurred to report to or return home from a primary work location are not reimbursable. Travel expenses exceeding travel to a primary work location incurred to report to a location other than a primary work location or travel between locations during the work day for the purpose of performing the Clinical Nurse Instructor job are reimbursable at the prevailing standard mileage rate established by the Internal Revenue Service.

7. Flexibility and Work From Home: Due to the nature of Clinical Nurse Instructors' job duties, it is not always necessary for Clinical Nurse Instructors to perform their job duties at a particular work location. When appropriate, and provided that it does not interfere with their job duties, Clinical Nurse Instructors have the flexibility to work from home.

8. Salary and Wages Rates:

CNI (Weekly Rate)				CNI-S/CNI-2d			
Step	1st Year	2nd Year	3rd Year	Step	1st Year	2nd Year	3rd Year
-	-	-	-	-	-	-	-
1	\$2,292.72	\$2,416.13	\$2,546.92	1	\$57.32	\$60.40	\$63.67
2	\$2,457.13	\$2,590.38	\$2,731.83	2	\$61.43	\$64.76	\$68.30
3	\$2,523.96	\$2,661.31	\$2,806.86	3	\$63.10	\$66.53	\$70.17
4	\$2,581.36	\$2,721.99	\$2,871.23	4	\$64.53	\$68.05	\$71.78
5	\$2,628.10	\$2,771.60	\$2,923.71	5	\$65.70	\$69.29	\$73.09
6	\$2,656.80	\$2,801.94	\$2,956.10	6	\$66.42	\$70.05	\$73.90
7	\$2,683.45	\$2,830.23	\$2,986.03	7	\$67.09	\$70.76	\$74.65
8	\$2,708.05	\$2,856.47	\$3,013.91	8	\$67.70	\$71.41	\$75.35
9	\$2,732.65	\$2,882.30	\$3,040.97	9	\$68.32	\$72.06	\$76.02
10	\$2,757.66	\$2,908.95	\$3,069.26	10	\$68.94	\$72.72	\$76.73
11	\$2,783.08	\$2,936.01	\$3,097.96	11	\$69.58	\$73.40	\$77.45
12	\$2,821.21	\$2,976.19	\$3,140.60	12	\$70.53	\$74.40	\$78.52

All Per Diem Clinical RN Instructors with twelve (12) years of experience or less shall receive 10% above the appropriate wage step on the Clinical RN Instructor-S wage grid based on their years of active RN licensure.

All Per Diem Clinical RN Instructors with more than twelve (12) years of experience shall receive 10% above the twelve (12) year wage step on the Clinical RN Instructor-S wage grid.

APPENDIX F- CLINICAL NURSE SPECIALISTS

Clinical Nurse Specialists (“CNS”s) shall be treated and compensated in the following manner:

1. Continued Recognition: The CNSs are covered by the Agreement and the Medical Center recognizes the Union as their exclusive bargaining representative pursuant to Article 2.
2. Exempt Duties: The Medical Center’s CNSs are persons employed in a professional, executive and/or administrative capacity in the field of medicine who are primarily responsible for using their specialized clinical expertise to advance the Medical Center’s nursing practice operations by: identifying and analyzing cost-effective processes to improve evidence-based nursing practice; independently researching, formulating and implementing nursing strategies, practices and policies for clinical innovation; and engaging in mentoring, coaching and collaboration of nursing practice standards in partnership with nursing and physician leadership for the various specialty practice areas and populations. CNSs’ regular duties require customary and regular exercise of discretion and independent judgement within their scope of practice, and CNSs have autonomy in the performance of their regular duties and perform such regular duties under only general supervision. CNSs develop a comprehensive plan to link the Medical Center’s nursing practice, through expert practice, education, consultation, research and leadership, to support high quality, compliance and excellence in the Medical Center’s patient care operations. Except for CNSs explicitly designated by the Medical Center or hired into the CNS-S classification described below, all CNSs shall be treated exempt effective the first full pay period following ratification of this Agreement.
3. Salary Basis: The parties agree and acknowledge that each of the CNSs employed by the Medical Center are expected to and do perform duties and otherwise meet the criteria which qualifies them to be considered “exempt” for overtime under the Fair Labor Standard Act, the California Labor Code and California Industrial Welfare Commission Order Number 5 Sections 1(B).
 - a. Salaries: For the avoidance of doubt CNSs shall be paid on a salary basis and shall receive a weekly salary in accordance with the applicable chart in Paragraph 6 below.
 - b. FTE Salaries: Due to the fluctuating needs of departments and/or individual requests or needs of the CNSs, some CNSs may be hired at a full time equivalent (“FTE”) less than 1.0, with FTEs anywhere between .5 to .9. In such circumstances the CNS’ salary shall be based on their allocated full time equivalent; for example a .9 CNS whose years of experience would be paid a weekly salary of \$2,000 according to the salary chart in Paragraph 6 below would receive weekly salary of \$1,800 [($.9 \times \$2,000.00$)]. Notwithstanding the adjusted FTE salary, the CNS shall be classified as exempt and nothing about adjusted salary in any way alters or impacts the exempt nature of their work.
 - c. Flexible Work Schedule: Given the nature of their work, salaried CNSs shall have the flexibility, in consultation with their Director, to self-schedule their work day as necessary to

meet the requirements of their job and their schedule and hours will fluctuate accordingly with CNSs working an average of thirty-five (35) to forty-five (45) hours per week, with mutual recognition sometimes work requirements may at time result in less or more hours in a week as necessary. CNSs shall not be required to work excessive hours and should a CNS believe their workload is unmanageable they may request a meeting with their Director, Human Resources Business Partner and a RN or Labor Representative to discuss.

d. No Additional Compensation: The CNSs' salary shall constitute the full monetary compensation due to CNSs under this Agreement. For the avoidance of doubt the CNSs shall not be entitled to overtime compensation, shift differentials, shift bonuses, relief coordinator pay, preceptor pay, stand-by pay, call back pay or any similar differentials or additional compensation whether under this Agreement or otherwise.

e. Continuing Education: Although RNs in an exempt position do not accrue Education Leave, CNSs shall be permitted the flexibility to pursue continuing education during the course of a regular work week without loss of pay. Specifically, and provided that it does not interfere with their job duties and is communicated to their Director, exempt CNSs shall be permitted time away from the Medical Center to take BRN-approved courses that complement their current position, advance their skills as CNSs, satisfy their continuing education requirements, and/or count toward obtaining or maintaining non-mandatory professional certifications and, with advance approval, will also be permitted to attend job appropriate training conferences and seminars.

4. CNS-S Classification: To accommodate the various scheduling needs of the Medical Center and provide added occupational flexibility to CNSs the parties established the "CNS-S" classification. CNS-S will be CNSs who like the other CNSs will meet the duties and other requirements of an exempt employee but who will be scheduled on a per shift basis and paid an hourly rate in accordance with the applicable chart in Paragraph 6 below.

a. Overtime: The CNS-Ss shall be entitled to premium overtime pay in accordance with Article 26, Section A.

b. Additional Compensation: The CNS-S' hourly wage together with any applicable shift differential under the Agreement (including any applicable overtime) shall constitute the full monetary compensation due to CNSs under this Agreement.

5. The CNS position is an advanced nursing position requiring specialized skills, training, education and competencies as determined by the Medical Center. As such, the CNS position falls outside the clinical ladders and professional advancement boards. Rather, the CNS position is awarded to the most qualified RN with the appropriate skills, education, competencies and experience required by the position and CNSs do not need to resubmit annual revalidation of their level elements provided they continue to maintain and meet the expectations of their position.

6. **Salary and Wages Rates:**

CNS (Weekly Rate)			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$2,404.56	\$2,533.99	\$2,671.16
2	\$2,576.99	\$2,716.74	\$2,865.09
3	\$2,647.08	\$2,791.13	\$2,943.78
4	\$2,707.28	\$2,854.77	\$3,011.29
5	\$2,756.30	\$2,906.80	\$3,066.33
6	\$2,786.40	\$2,938.62	\$3,100.30
7	\$2,814.35	\$2,968.29	\$3,131.69
8	\$2,840.15	\$2,995.81	\$3,160.93
9	\$2,865.95	\$3,022.90	\$3,189.31
10	\$2,892.18	\$3,050.85	\$3,218.98
11	\$2,918.84	\$3,079.23	\$3,249.08
12	\$2,958.83	\$3,121.37	\$3,293.80

CNS-S			
Step	1st Year	2nd Year	3rd Year
-	-	-	-
1	\$60.11	\$63.35	\$66.78
2	\$64.42	\$67.92	\$71.63
3	\$66.18	\$69.78	\$73.59
4	\$67.68	\$71.37	\$75.28
5	\$68.91	\$72.67	\$76.66
6	\$69.66	\$73.47	\$77.51
7	\$70.36	\$74.21	\$78.29
8	\$71.00	\$74.90	\$79.02
9	\$71.65	\$75.57	\$79.73
10	\$72.30	\$76.27	\$80.47
11	\$72.97	\$76.98	\$81.23
12	\$73.97	\$78.03	\$82.35

All Per Diem CNSs with twelve (12) years of experience or less shall receive 10% above the appropriate wage step on the CNS-S wage grid based on their years of active RN licensure.

All Per Diem CNSs with more than twelve (12) years of experience shall receive 10% above the twelve (12) year wage step on the CNS-S wage grid.

APPENDIX G- EDUCATION LEAVE ADVANCE FORMS

**REQUEST FOR EDUCATION LEAVE ADVANCE AND REPAYMENT
AUTHORIZATION**

I, **[EMPLOYEE'S NAME]**, acknowledge, that as a benefit to me, I accrue and am entitled to use paid Educational Leave under the collective bargaining agreement between Long Beach Memorial Medical Center ("Medical Center") and the California Nurses Association. As of the date of this request I do not have sufficient accrued Education Leave to cover recently completed continuing education. Accordingly, I hereby request the Medical Center advance me Education Leave of _____ **Hours** (the "Advance Amount") sufficient to cover my recently completed continuing education. I certify that the Advance Amount, together with any other Education Leave previously taken does not exceed my full calendar year Education Leave entitlement.

The Advance Amount shall be repaid through the regular accrual throughout the calendar year. I acknowledge that this advance is for my benefit and that in the event my employment ends for any reason prior to accrual of sufficient Educational Leave to fully recoup the Advance Amount and I have an obligation to repay any remainder at separation. If that happens, I agree that if applicable under the collective bargaining agreement at the time of my separation I will sign another authorization authorizing the Company, to the extent legally permissible, to deduct the balance due from any money due to me from my final paycheck or from money due to me for any other reason. If the amount of my final paycheck is not sufficient to repay the entire Advance Amount, I will repay the balance by personal check (or other legal tender) at that time.

I make this Request For Education Leave Advance And Repayment Authorization for my own personal benefit and do so freely, voluntarily, and knowingly and with the intention that these deductions be made as permitted under applicable state, federal and local law.

Signature of Employee

Date

Approved by:

Signature

Name (printed): _____

Title: _____

Date: _____

AUTHORIZATION TO MAKE DEDUCTIONS FROM FINAL WAGES

On _____20__, I, [EMPLOYEE'S NAME], entered into a Request For Education Leave Advance And Repayment Authorization ("Promise to Repay Agreement") with Long Beach Memorial Medical Center ("Medical Center"), under which, for my own personal benefit, the Company provided me with an Education Leave advance in the amount of \$____, representing ____ **Hours** of Education Leave.

As my employment with the Medical Center will end on _____, 20__ and I currently have yet to accrue sufficient Education Leave to recoup the Advanced Amount, an outstanding Advance Amount of \$_____, will remain on the date of my separation. I confirm that I do and will owe the Medical Center this entire amount on the day of my separation.

As a benefit and convenience to me, I hereby request and authorize the Medical Center to deduct the entire un-recouped portion of the Advance Amount, totaling \$_____, from any money due to me in my final pay check, including, but not limited to, from wages, PTO pay, travel and expense reimbursement, or from money due to me for any other reason. If my final pay, minus statutory minimums, is not sufficient to satisfy the entirety of my authorized deduction, I request and authorize the Medical Center deduct the maximum amount possible and I agree I will remain fully responsible for repaying that portion of the Advance Amount that has not been repaid and will pay that amount by personal check (or other legal tender) on the final day of my employment.

I enter into this Authorization To Make Deductions From Final Wages with the intention that these deductions be made as permitted under applicable state, federal and local law.

I authorize this deduction for my own personal benefit and do so freely, voluntarily, and knowingly.

Signature of Employee

Date

Approved by:

Signature

Name (printed): _____

Title: _____

Date: _____

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NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

MemorialCare Long Beach Medical Center and Miller
Children's & Women's Hospital Long Beach

and

California Nurses Association/National Nurses Organizing
Committee

CASE 21-UD-302524

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

California Nurses Association/National Nurses Organizing Committee (CNA/NNOC)

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Micah L. Berul, In-House Counsel

MAILING ADDRESS: 155 Grand Ave., Oakland, CA 94612

E-MAIL ADDRESS: mberul@calnurses.org

OFFICE TELEPHONE NUMBER: 510-610-7791

CELL PHONE NUMBER: 510-610-7791 FAX: 510-663-4822

SIGNATURE: /s/ Micah L. Berul

(Please sign in ink.)
DATE: September 2, 2022

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

Attorneys at Law

Adam Abrahms
t 310.557.9559
f 310.943.3367
AAbrahms@ebglaw.com

September 9, 2022

VIA E-FILE

Lucia Shin-Donner, Board Agent
National Labor Relations Board, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Phone: 213-634-6519
Email: Lucia.Shin-Donner@nrlrb.gov

Re: Long Beach Memorial Medical Center d/b/a MemorialCare Long Beach Medical Center and MemorialCare Miller Children's and Women's Hospital Long Beach 21-UD-302524

Dear Ms. Shin-Donner:

This firm represents the Employer, Long Beach Memorial Medical Center d/b/a MemorialCare Long Beach Medical Center and MemorialCare Miller Children's and Women's Hospital Long Beach ("Employer" or "Medical Center") with respect to labor matters including the above-referenced deauthorization petition ("Petition"). Please accept this letter as the firm's Notice of Appearance on behalf of the Employer.

Also, please direct all future inquiries and correspondences regarding the Petition to Juan Larios (310-557-9578; jlarios@ebglaw.com), as well as to the undersigned.

Initially, while we are aware of the Petition being filed, we have not received an actual copy of the Petition or the Initial Letter to the Employer, nor any other correspondence regarding the Petition. Accordingly, please provide any and all correspondence issued thus far to ensure we have everything needed and are all on the same page.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,


Adam Abrahms

cc: Juan Larios

From: Shin-Donner, Lucia
Sent: Monday, September 19, 2022 11:37 AM
To: (b) (6), (b) (7)(C)
Cc: Seidman, Nathan M
Subject: 21-UD-302524 MemorialCare Long Beach Medical Center

Importance: High

Categories: R Cases/Elections

Hi (b) (6), (b) (7)(C)

As discussed during our call this morning, please submit by Wednesday, September 21, 2022, the additional showing of interest that we discussed. As I mentioned, you could withdraw the current petition without prejudice and re-file it in case you feel that reaching the needed threshold by this Wednesday is not feasible.

As I mentioned, I am currently out on leave and returning next Tuesday, September 27, 2022. For immediate assistance or additional questions, please contact my supervisor Assistant to the Regional Director Nathan Seidman at 213-634-6518 or via email at nathan.seidman@nlrb.gov, who is cc'd in the correspondence.

Thank you,

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlrb.gov

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From: [Micah Berul](#)
To: [Shin-Donner, Lucia](#)
Subject: Most recent bargaining unit list Long Beach Memorial 21-UD-302524
Date: Monday, September 12, 2022 7:49:14 PM
Attachments: [image001.png](#)
[Long Beach Memorial Roster 2022-09-09 BC.xls](#)
Importance: High

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Lucia, please find attached the Union's list of all bargaining unit members at MemorialCare Long Beach Medical Center and Miller Children's & Women's Hospital Long Beach as of 9/9/22.

Thanks,
Micah

Micah Berul
(pronouns: he/him/his)
Registered In-House Legal Counsel
California Nurses Association/NNU Legal Department
(510) 610-7791



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.

From: Micah Berul <MBerul@CalNurses.Org>
Sent: Monday, September 12, 2022 6:27 PM
To: Shin-Donner, Lucia
Subject: RE: 21-UD-302524 docketing letter and petition

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Lucia, one thing I noticed in the unit description is that the Resource registered nurses mentioned below in the recognition clause are not spelled out in the one line the petition form allows. Please make sure the total number of employees involved with the petition includes the Resources registered nurses. I should hopefully have our most current membership list to you later today or tomorrow, and I raised the issue of in person or mail with my client and should have an answer on that in the next couple days as to the Union's position as well.

A. Pursuant to the certification of the National Labor Relations Board in Case No. 21-RC- 20399, the Medical Center recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time, Non-Benefit Per Diem and Resource registered nurses employed in the classifications listed in Appendix A and Appendix B, hereinafter referred to as "RNs", and employed by the Medical Center at its facilities located at 2801 Atlantic Ave., including outpatient facilities, as of the effective date of this Agreement, operating under the license of the Medical Center located at 2801 Atlantic Ave., Long Beach, California.

Thanks,
Micah

From: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Sent: Monday, September 12, 2022 12:31 PM
To: Micah Berul <MBerul@CalNurses.Org>
Subject: RE: 21-UD-302524 docketing letter and petition

Hi Micah,

Please find attached as discussed.

Thank you,

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlrb.gov

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From: Micah Berul <MBerul@CalNurses.Org>
Sent: Monday, September 12, 2022 11:47 AM
To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Subject: RE: 21-UD-302524

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One other thought, in case it takes some time to get this from the Employer, I am sure we can also provide you our current bargaining unit list for the hospital, which can also be used to check the showing of interest and also give you the number of employees involved here. I'll look into that today with my client.

From: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Sent: Monday, September 12, 2022 10:23 AM
To: Micah Berul <MBerul@CalNurses.Org>
Subject: RE: 21-UD-302524

Morning Micah,

In the process of procuring the list from the Employer. Will be in touch.

Best,

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlrb.gov

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From: Micah Berul <MBerul@CalNurses.Org>
Sent: Monday, September 12, 2022 10:17 AM
To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Subject: Re: 21-UD-302524

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Hi Lucia, just checking in on where things are with the processing of the petition.

Thanks,
Micah

From: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Sent: Thursday, September 8, 2022 12:46 PM
To: Micah Berul <MBerul@CalNurses.Org>
Subject: RE: 21-UD-302524

Hi Micah,

Thank you for forwarding a copy of the CBA. I have discussed with management regarding the Union's request for an administrative check of the showing of interest. I will check that the Unit Description in the petitions is the same as the defined in the expired CBA.

Best,

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlrb.gov

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From: Micah Berul <MBerul@CalNurses.Org>
Sent: Thursday, September 8, 2022 12:27 PM
To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Subject: 21-UD-302524

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Dear Lucia,

Following up on our telephone conversation, the Union requests that the Region check the petitioner's showing of interest in this case. And as you requested, please find a copy of the expired predecessor collective bargaining agreement. The Union and Employer have recently negotiated and executed a new collective bargaining agreement that has yet to be fully reduced to writing, but neither the description of the bargaining unit nor the language of the union security clause has changed from the attached predecessor CBA. The Union also requests that the Region check that the language in the UD petition concerning the unit covered by the petition is the same as the contractually defined unit.

Thanks,

Micah

Micah Berul
(pronouns: he/him/his)
Registered In-House Legal Counsel
California Nurses Association/NNU Legal Department
(510) 610-7791



www.NationalNursesUnited.org

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From: Shin-Donner, Lucia
Sent: Monday, September 12, 2022 1:30 PM
To: Adam C. Abrahms
Cc: Juan Larios
Subject: NLRB21-UD-302524 MemorialCare Long Beach Medical Center

Importance: High

Good morning,

Following with this email after leaving a message for Mr. Abrahms, the Union has requested the Region to conduct an administrative check of the showing of interest in the above-referenced case. Please provide a current list of employees described in the included unit in the Petition as soon as possible.

For any questions, please contact me at your convenience.

Best,

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlrb.gov

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From: Adam C. Abrahms <AAbrahms@ebglaw.com>
Sent: Friday, September 9, 2022 7:54 PM
To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Cc: Juan Larios <JLarios@ebglaw.com>
Subject: Re: NLRB21-UD-302524 MemorialCare Long Beach Medical Center

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Excellent. Have a great weekend.

Adam C. Abrahms | [Bio](#)
t 310.557.9559 | f 310.943.3367
AAbrahms@ebglaw.com

1925 Century Park East
Suite 500 | Los Angeles, CA 90067-2506
t 310.556.8861 | www.ebglaw.com
[Management Memo Blog](#)

On Sep 9, 2022, at 7:45 PM, Shin-Donner, Lucia <Lucia.Shin-Donner@nlr.gov> wrote:

*** EXTERNAL EMAIL ***

Mr. Abrahms,

Thank you for filing the Notice of Appearance in the above-referenced case. Please find attached initial docketing letter to the Employer and copy of the docketed Petition as per your request.

I will be contacting your office on Monday to further discuss the Petition. Please contact me for any questions.

Best,

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlr.gov

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From: Juan Larios <JLarios@ebglaw.com>
Sent: Tuesday, September 13, 2022 5:27 PM
To: Shin-Donner, Lucia; Adam C. Abrahms
Subject: RE: NLRB21-UD-302524 MemorialCare Long Beach Medical Center
Attachments: Showing of Interest List - 21-UD-302524 - 9.13.22.pdf

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Hello Lucia,

Please see attached list. If you have any questions, please let us know.

Best,
Juan

EPSTEIN
BECKER
GREEN

Juan Larios | [Bio](#)
t 310.557.9578 | f 310.553.2165
JLarios@ebglaw.com

1925 Century Park East
Suite 500 | Los Angeles, CA 90067-2506
t 310.556.8861 | www.ebglaw.com

From: Shin-Donner, Lucia <Lucia.Shin-Donner@nrlrb.gov>
Sent: Monday, September 12, 2022 10:30 AM
To: Adam C. Abrahms <AAbrahms@ebglaw.com>
Cc: Juan Larios <JLarios@ebglaw.com>
Subject: NLRB21-UD-302524 MemorialCare Long Beach Medical Center
Importance: High

*** EXTERNAL EMAIL ***

Good morning,

Following with this email after leaving a message for Mr. Abrahms, the Union has requested the Region to conduct an administrative check of the showing of interest in the above-referenced case. Please provide a current list of employees described in the included unit in the Petition as soon as possible.

For any questions, please contact me at your convenience.

Best,

Lucia Shin-Donner

Field Examiner

NLRB, Region 21

312 N Spring Street, 10th Floor

Los Angeles, CA 90012

Office: 213-634-6519

Lucia.Shin-Donner@nrlb.gov

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From: Adam C. Abrahms <AAbrahms@ebglaw.com>

Sent: Friday, September 9, 2022 7:54 PM

To: Shin-Donner, Lucia <Lucia.Shin-Donner@nrlb.gov>

Cc: Juan Larios <JLarios@ebglaw.com>

Subject: Re: NLRB21-UD-302524 MemorialCare Long Beach Medical Center

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Excellent. Have a great weekend.

EPSTEIN
BECKER
GREEN

Adam C. Abrahms | [Bio](#)
t 310.557.9559 | f 310.943.3367
AAbrahms@ebglaw.com

1925 Century Park East
Suite 500 | Los Angeles, CA 90067-2506
t 310.556.8861 | www.ebglaw.com
[Management Memo Blog](#)

On Sep 9, 2022, at 7:45 PM, Shin-Donner, Lucia <Lucia.Shin-Donner@nrlb.gov> wrote:

*** EXTERNAL EMAIL ***

Mr. Abrahms,

Thank you for filing the Notice of Appearance in the above-referenced case. Please find attached initial docketing letter to the Employer and copy of the docketed Petition as per your request.

I will be contacting your office on Monday to further discuss the Petition. Please contact me for any questions.

Best,

Lucia Shin-Donner

Field Examiner

NLRB, Region 21

312 N Spring Street, 10th Floor

Los Angeles, CA 90012

Office: 213-634-6519

Lucia.Shin-Donner@nlrb.gov

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.

From: Seidman, Nathan M
Sent: Wednesday, September 21, 2022 1:57 PM
To: Adam C. Abrahms; Micah Berul; (b) (6), (b) (7)(C)
Cc: Shin-Donner, Lucia
Subject: Sufficient Showing of Interest - Long Beach Medical Center, 21-RD-302524

Dear Gentlepersons,

The Region has completed the administrative check of the Petitioner's showing of interest in this matter, and the Petitioner has a sufficient showing of interest.

Sincerely,

Nathan Seidman
Assistant to the Regional Director
NLRB, Region 21 – Downtown Los Angeles
(213) 634-6518

.

From: Adam C. Abrahms <AAbrahms@ebglaw.com>
Sent: Friday, September 23, 2022 7:21 PM
To: Seidman, Nathan M; (b) (6), (b) (7)(C); Micah Berul (MBerul@CalNurses.Org)
Subject: FINAL CLEAN - CBA LBMC CNA 2022-2025 - No Signatures
Attachments: FINAL CLEAN - CBA LBMC CNA 2022-2025 - No Signatures.PDF

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Here you go...

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Adam C. Abrahms | [Bio](#)
t 310.557.9559 | f 310.943.3367
AAbrahms@ebglaw.com

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.

From: Juan Larios <JLarios@ebglaw.com>
Sent: Friday, September 30, 2022 8:13 PM
To: Shin-Donner, Lucia
Cc: Adam C. Abrahms; Micah Berul; (b) (6), (b) (7)(C)
Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review
Attachments: AGR.21-UD-302524.Stipulated Election Agreement - Employer Executed - 9.30.22.PDF

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Dear Lucia,

Please find attached the Employer executed stipulated election agreement.

Best,
Juan

EPSTEIN
BECKER
GREEN

Juan Larios | [Bio](#)
t 310.557.9578 | f 310.553.2165
JLarios@ebglaw.com

1925 Century Park East
Suite 500 | Los Angeles, CA 90067-2506
t 310.556.8861 | www.ebglaw.com

From: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Sent: Friday, September 30, 2022 4:57 PM
To: Micah Berul <MBerul@CalNurses.Org>; Adam C. Abrahms <AAbrahms@ebglaw.com>; (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Cc: Juan Larios <JLarios@ebglaw.com>
Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review
Importance: High

*** EXTERNAL EMAIL ***

Good afternoon all,

Please find attached clean copy of the Stipulated Election Agreement ready for signatures.

Please let me know if you need any assistance. I'll be

Lucia Shin-Donner

Field Examiner

NLRB, Region 21

312 N Spring Street, 10th Floor

Los Angeles, CA 90012

Office: 213-634-6519

Lucia.Shin-Donner@nlrb.gov

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From: Micah Berul <MBerul@CalNurses.Org>

Sent: Friday, September 30, 2022 4:00 PM

To: Adam C. Abrahms <AAbrahms@ebglaw.com>; Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C)
(contact) (b) (6), (b) (7)(C)

Cc: Juan Larios <JLarios@ebglaw.com>

Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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Yes, that would be good to fix the signature line as well. Otherwise, I have finished reviewing and am also ready to sign.

Thanks,
Micah

Micah Berul

(pronouns: he/him/his)

Registered In-House Legal Counsel

California Nurses Association/NNU Legal Department

(510) 610-7791



www.NationalNursesUnited.org

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From: Adam C. Abrahms <AAbrahms@ebglaw.com>
Sent: Friday, September 30, 2022 3:54 PM
To: Micah Berul <MBerul@CalNurses.Org>; Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C)) <(b) (6), (b) (7)(C)>
Cc: Juan Larios <JLarios@ebglaw.com>
Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

I was just about to make the same observation. We are good with Micah's version. I also note that the Union's signature line is bifurcated across pages 6 & 7 and it would be better if that were corrected.

I need to leave in about 10 minutes but Juan Larios (cc'd) can sign for the employer.

EPSTEIN
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GREEN

Adam C. Abrahms | [Bio](#)
t 310.557.9559 | f 310.943.3367
AAbrahms@ebglaw.com

1925 Century Park East
Suite 500 | Los Angeles, CA 90067-2506
t 310.556.8861 | www.ebglaw.com
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From: Micah Berul <MBerul@CalNurses.Org>
Sent: Friday, September 30, 2022 3:52 PM
To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C) >; Adam C. Abrahms <AAbrahms@ebglaw.com>
Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

*** EXTERNAL EMAIL ***

All, please see the typo mistake that should be corrected in paragraph 5, which I have noted in tracked changes in the attachment to this email. Otherwise, still reviewing, thanks.

Micah Berul

(pronouns: he/him/his)

Registered In-House Legal Counsel

California Nurses Association/NNU Legal Department

(510) 610-7791



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From: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>

Sent: Friday, September 30, 2022 3:34 PM

To: (b) (6), (b) (7)(C) Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@CalNurses.Org>

Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

Good afternoon all,

Please find attached Final Draft STIP for your review, I have highlighted only paragraph 5. I'll forward a clean copy of signatures, once the parties see no changes are needed.

Thank you,

Lucia Shin-Donner

Field Examiner

NLRB, Region 21

312 N Spring Street, 10th Floor

Los Angeles, CA 90012

Office: 213-634-6519

Lucia.Shin-Donner@nlrb.gov

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From: (b) (6), (b) (7)(C)

Sent: Friday, September 30, 2022 2:58 PM

To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>

Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@calnurses.org>

Subject: Re: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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Lucia and Adam,

Thank you, and yes, that was very helpful to know.

(b) (6), (b) (7)(C)

On Sep 30, 2022, at 2:47 PM, Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov> wrote:

Yes, if the room is large enough to accommodate easily and we are not over the "room occupancy" rate, then I do not see an issue of having a line of voters waiting to approach the check-in table.

Lucia Shin-Donner

Field Examiner

NLRB, Region 21

312 N Spring Street, 10th Floor

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Office: 213-634-6519

Lucia.Shin-Donner@nlrb.gov

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From: Adam C. Abrahms <AAbrahms@ebglaw.com>

Sent: Friday, September 30, 2022 2:40 PM

To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C)

Cc: Micah Berul <MBerul@calnurses.org>

Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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To (b) (6), (b) (7)(C) point, and as discussed with Lucia, the room are using can accommodate hundreds of people. Lucia can correct me if I am wrong but I do not believe there is any intent her to only allow 4 RNs to get in the line in general. I read the language in question as not having more that 4 voters in line in front of the actual ballot boxes which we do not see any reason why that would ever occur. Even if we were to limit the number of people immediately in the area to approach the Agent and get their ballot there would be ample room to have scores of RNs in line socially distanced both extending through the expanse of the large ballroom and then out into the hall way.

Thank you.

EPSTEIN
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Adam C. Abrahms | [Bio](#)

t 310.557.9559 | f 310.943.3367
AAbrahms@ebglaw.com

1925 Century Park East
Suite 500 | Los Angeles, CA 90067-2506
t 310.556.8861 | www.ebglaw.com
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From: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Sent: Friday, September 30, 2022 2:31 PM
To: (b) (6), (b) (7)(C)
Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@calnurses.org>
Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review
Importance: High

*** EXTERNAL EMAIL ***

Hi (b) (6), (b) (7)(C)

I have discussed with Mr. Abrahms the Region's position regarding the Employers' request of "scale back" regarding paragraph 14 Safety Protocols. However, I'm sure if the room is large enough to adequately have more than 4 nurses at a time to come and have their names checked-in, then there is no issue.

Regarding accommodations during the actual voting time, the Board agent(s) conducting the election do have the discretion to make changes that would facilitate the voting process.

Hope that I have addressed your concerns, I will be forwarding a clean copy for review and signatures.

I'm here if anyone needs me.

Thank you,

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlrb.gov

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From: (b) (6), (b) (7)(C)
Sent: Friday, September 30, 2022 2:20 PM
To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@calnurses.org>; (b) (6), (b) (7)(C)
Subject: Re: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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Hello ,

I have a question regarding paragraph 14 b. It states not having more than 4 in a line? Is this referring to no more than 4 nurses at a time actually marking their vote in a line? Or at all times only 4 in a line, like waiting to vote? Houssels forum at Memorial has two very large and long areas outside and inside, coming from the adult tower inside and or exiting entering Houssels from the outside. These are long enough to accommodate way more than 4 in a line safely. I would be interested in reading what ideas the employer has in the "scale back" of the safety protocols mentioned in paragraph 14.

Thank you,

(b) (6), (b) (7)(C)

On Sep 29, 2022, at 1:59 PM, Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov> wrote:

Good afternoon,

Please find attached draft of the Stipulated Election Agreement for your review. Please let me know of any changes asap. I will forward a clean copy for signatures.

Thank you,

Lucia Shin-Donner
NLRB Region 21
213-634-6519

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.

From: Shin-Donner, Lucia
Sent: Friday, September 30, 2022 6:34 PM
To: (b) (6), (b) (7)(C) Adam C. Abrahms; Micah Berul
Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review
Attachments: AGR.21-UD-302524.Stipulated Election Agreement Final draft 9.30.22.docx

Categories: R Cases/Elections

Good afternoon all,

Please find attached Final Draft STIP for your review, I have highlighted only paragraph 5. I'll forward a clean copy of signatures, once the parties see no changes are needed.

Thank you,

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlrb.gov

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From: (b) (6), (b) (7)(C)
Sent: Friday, September 30, 2022 2:58 PM
To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@calnurses.org>
Subject: Re: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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Lucia and Adam,

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(b) (6), (b) (7)(C)

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Lucia Shin-Donner

Field Examiner

NLRB, Region 21

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Sent: Friday, September 30, 2022 2:40 PM

To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C)

Cc: Micah Berul <MBerul@calnurses.org>

Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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To (b) (6), (b) (7)(C) point, and as discussed with Lucia, the room are using can accommodate hundreds of people. Lucia can correct me if I am wrong but I do not believe there is any intent (b) (6), (b) (7)(C) to only allow 4 RNs to get in the line in general. I read the language in question as not having more than 4 voters in line in front of the actual ballot boxes which we do not see any reason why that would ever occur. Even if we were to limit the number of people immediately in the area to approach the Agent and get their ballot there would be ample room to have scores of RNs in line socially distanced both extending through the expanse of the large ballroom and then out into the hall way.

Thank you.

EPSTEIN
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Adam C. Abrahms | [Bio](#)

t 310.557.9559 | f 310.943.3367

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1925 Century Park East

Suite 500 | Los Angeles, CA 90067-2506

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Sent: Friday, September 30, 2022 2:31 PM

To: (b) (6), (b) (7)(C)

Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@calnurses.org>

Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

Importance: High

*** EXTERNAL EMAIL ***

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From: (b) (6), (b) (7)(C)

Sent: Friday, September 30, 2022 2:20 PM

To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>

Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@calnurses.org>;

(b) (6), (b) (7)(C)

Subject: Re: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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coming from the adult tower inside and or exiting entering Houssels from the outside. These are long enough to accommodate way more than 4 in a line safely. I would be interested in reading what ideas the employer has in the “scale back” of the safety protocols mentioned in paragraph 14.

Thank you,

(b) (6), (b) (7)(C)

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Good afternoon,

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Thank you,

Lucia Shin-Donner
NLRB Region 21
213-634-6519

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From: Micah Berul <MBerul@CalNurses.Org>
Sent: Friday, September 30, 2022 8:15 PM
To: Shin-Donner, Lucia; Adam C. Abrahms; (b) (6), (b) (7)(C)
Cc: Juan Larios
Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review
Attachments: AGR.21-UD-302524.Stipulated Election Agreement executed by Union 09.30.22.pdf

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All, please find the stipulated election agreement signed and dated by the Union.

Thanks,

Micah

Micah Berul

(pronouns: he/him/his)

Registered In-House Legal Counsel

California Nurses Association/NNU Legal Department

(510) 610-7791



www.NationalNursesUnited.org

[@NationalNurses](https://twitter.com/NationalNurses)

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From: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Sent: Friday, September 30, 2022 4:57 PM
To: Micah Berul <MBerul@CalNurses.Org>; Adam C. Abrahms <AAbrahms@ebglaw.com>; (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Cc: Juan Larios <JLarios@ebglaw.com>

Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

Importance: High

Good afternoon all,

Please find attached clean copy of the Stipulated Election Agreement ready for signatures.

Please let me know if you need any assistance. I'll be

Lucia Shin-Donner

Field Examiner

NLRB, Region 21

312 N Spring Street, 10th Floor

Los Angeles, CA 90012

Office: 213-634-6519

Lucia.Shin-Donner@nlrb.gov

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From: Micah Berul <MBerul@CalNurses.Org>

Sent: Friday, September 30, 2022 4:00 PM

To: Adam C. Abrahms <AAbrahms@ebglaw.com>; Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C)
(contact) (b) (6), (b) (7)(C)

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Sent: Friday, September 30, 2022 3:54 PM

To: Micah Berul <MBerul@CalNurses.Org>; Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C)
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Cc: Juan Larios <JLarios@ebglaw.com>

Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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I need to leave in about 10 minutes but Juan Larios (cc'd) can sign for the employer.

EPSTEIN
BECKER
GREEN

Adam C. Abrahms | [Bio](#)
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AAbrahms@ebglaw.com

1925 Century Park East
Suite 500 | Los Angeles, CA 90067-2506
t 310.556.8861 | www.ebglaw.com
[Management Memo Blog](#)

From: Micah Berul <MBerul@CalNurses.Org>

Sent: Friday, September 30, 2022 3:52 PM

To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) ; Adam C. Abrahms <AAbrahms@ebglaw.com>

Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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Sent: Friday, September 30, 2022 3:34 PM

To: (b) (6), (b) (7)(C) Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@CalNurses.Org>

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Los Angeles, CA 90012

Office: 213-634-6519

Lucia.Shin-Donner@nrlb.gov

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From: (b) (6), (b) (7)(C)

Sent: Friday, September 30, 2022 2:58 PM

To: Shin-Donner, Lucia <Lucia.Shin-Donner@nrlb.gov>

Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@calnurses.org>

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From: Adam C. Abrahms <AAbrahms@ebglaw.com>

Sent: Friday, September 30, 2022 2:40 PM

To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C)

Cc: Micah Berul <MBerul@calnurses.org>

Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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ballot there would be ample room to have scores of RNs in line socially distanced both extending through the expanse of the large ballroom and then out into the hall way.

Thank you.



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AAbrahms@ebqlaw.com

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[Management Memo Blog](#)

From: Shin-Donner, Lucia <Lucia.Shin-Donner@nrlb.gov>
Sent: Friday, September 30, 2022 2:31 PM
To: (b) (6), (b) (7)(C)
Cc: Adam C. Abrahms <AAbrahms@ebqlaw.com>; Micah Berul <MBerul@calnurses.org>
Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review
Importance: High

*** EXTERNAL EMAIL ***

Hi (b) (6), (b) (7)(C)

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Regarding accommodations during the actual voting time, the Board agent(s) conducting the election do have the discretion to make changes that would facilitate the voting process.

Hope that I have addressed your concerns, I will be forwarding a clean copy for review and signatures.

I'm here if anyone needs me.

Thank you,

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Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
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Office: 213-634-6519
Lucia.Shin-Donner@nrlb.gov

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Sent: Friday, September 30, 2022 2:20 PM
To: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@calnurses.org>;
(b) (6), (b) (7)(C)
Subject: Re: AGR.21-UD-302524.Stipulated Election Agreement draft for review

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Hello ,

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Thank you,

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On Sep 29, 2022, at 1:59 PM, Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov> wrote:

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Please find attached draft of the Stipulated Election Agreement for your review. Please let me know of any changes asap. I will forward a clean copy for signatures.

Thank you,

Lucia Shin-Donner
NLRB Region 21
213-634-6519

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.

From: Shin-Donner, Lucia
Sent: Friday, September 30, 2022 7:57 PM
To: Micah Berul; Adam C. Abrahms; (b) (6), (b) (7)(C)
Cc: Juan Larios
Subject: RE: AGR.21-UD-302524.Stipulated Election Agreement draft for review
Attachments: AGR.21-UD-302524.Stipulated Election Agreement.pdf

Importance: High

Categories: R Cases/Elections

Good afternoon all,

Please find attached clean copy of the Stipulated Election Agreement ready for signatures.

Please let me know if you need any assistance. I'll be

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From: Micah Berul <MBerul@CalNurses.Org>
Sent: Friday, September 30, 2022 4:00 PM
To: Adam C. Abrahms <AAbrahms@ebglaw.com>; Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>; (b) (6), (b) (7)(C)
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Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Micah Berul <MBerul@calnurses.org>;

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
US Court House, Spring Street
312 N Spring Street, 10th Floor
Los Angeles, CA 90012

Agency Website: www.nlr.gov
Telephone: (213)894-5200
Fax: (213)894-2778

October 3, 2022

Adam C. Abrahms, Attorney at Law
aabrahms@ebglaw.com

Micah L. Berul, In-House Legal Counsel
mberul@calnurses.org

(b) (6), (b) (7)(C)

Re: Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach
Case 21-UD-302524

Dear Gentlepersons:

Enclosed is a copy of the election agreement that I have approved in this case. This letter will provide you with additional information about the voter list, posting the election notices, and the agreed-upon election arrangements.

Voter List

The Employer must provide the regional director and parties an alphabetized list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters, **accompanied by a certificate of service** on all parties.

To be timely filed and served, the list must be *received* by the regional director and the parties by October 5, 2022. **The region will no longer serve the voter list.** The Employer's failure to file or serve the list within the specified time or in the proper format is grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list in the specified time or in the proper format if it is responsible for the failure.

The list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx) and is searchable electronically. The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not

need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx.

Pursuant to Section 102.5 of the Board's Rules and Regulations, the list must be filed electronically by submitting (E-Filing) it through the Agency's website (www.nlr.gov), unless the Employer provides a written statement explaining why electronic submission is not possible or feasible. The Employer must also electronically serve the list on the other parties. To file electronically, go to **www.nlr.gov**, click on **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. The burden of establishing the timely filing and receipt of the list is on the sending party.

Posting and Distribution of Election Notices

Notices of Election will be electronically transmitted to the parties, if feasible, or by overnight mail if not feasible. Section 102.67(k) of the Board's Rules and Regulations requires the Employer to timely post copies of the Board's official Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted. You must also distribute the Notice of Election electronically to any employees in the unit with whom you customarily communicate electronically. In this case, the notices must be posted and distributed **before 12:01 a.m. on Wednesday, October 12, 2022**. Pursuant to Section 102.67(k), the Employer's failure to timely post or distribute the election notices is grounds for setting aside the election if proper and timely objections are filed. However a party is estopped from objecting to the nonposting or nondistribution of notices if it is responsible for the nonposting or nondistribution. If the Employer does not receive copies of the notice by October 7, 2022, it should notify the Regional Office immediately.

To make it administratively possible to have election notices and ballots in a language other than English, please notify the Board agent immediately if that is necessary for this election. Also, as noted in paragraph 10 of the stipulated election agreement, if special accommodations are required for any voters, potential voters, or election participants to vote or reach the voting area, please tell the Board agent as soon as possible.

Election Arrangements

The arrangements for the election in this matter are as follows:

Date of Election: Monday, October 17, 2022, Thursday, October 20, 2022, and Friday, October 21, 2022

Time: 6:00 a.m. to 9:00 a.m.; 12:00 p.m. to 3:00 p.m. and 6:00 p.m. to 9:00 p.m.

Place: In the Houssels Forum at the Employer's facility located at 2801 Atlantic Avenue, Long Beach, CA 90805

October 3, 2022

Election Observers: Each party may have one (1) observer for each polling session.

The observers may be present at the polling place during the balloting and to assist the Board agent in counting the ballots after the polls have been closed.

Please complete the enclosed Designation of Observer form and return it to this office as soon as possible.

Pre-election Conference: A pre-election conference for all parties will be held on Monday, October 17, 2022 at 5:15 a.m. at polling place. The parties are requested to have their election observers present at this conference so that the observers may receive instruction from the Board Agent about their duties.

Election Equipment: The Board agent conducting the election will furnish the ballot box, ballots, and voting booths. The Employer is requested to provide, at the polling place, a table and a sufficient number of chairs for use by the Board agent and observers during the election.

Enclosed is a Description of Election and Post-Election Procedures in Representation Cases, Form NLRB-5547, which describes the election and the method for handling challenges as well as post-election proceedings to deal with determinative challenges and any objections that are filed.

If you have any questions, please feel free to contact Field Examiner LUCIA SHIN-DONNER at telephone number (213)634-6519 or by email at lucia.shin-donner@nrlb.gov. The cooperation of all parties is sincerely appreciated.

Very truly yours,



William B. Cowen
Regional Director

Enclosures

1. Approved Election Agreement
2. Designation of Observer Form
3. Description of Procedures in Election and Post-Election
Representation Case Procedures (Form 5547)

cc: Cinthya Rocha, Director, Labor
Strategy/HR Operations
crocha@memorialcare.org

WBC/js

DESIGNATION OF OBSERVER(S)

Re: Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach
Case 21-UD-302524

MemorialCare Long Beach Medical Center and Miller Children's & Women's Hospital Long Beach hereby designates the individual listed below to act as its observer during the election in the above case.

Observer's Name	Observer's Job Title
1.	

I certify that each of the above-named individuals is an employee of the Employer and is not a supervisor within the meaning of Section 2(11) of the Act.

MemorialCare Long Beach Medical Center and Miller Children's
& Women's Hospital Long Beach

(Name of Party)

By:

(Signature)

(Representative Name: Print or Type)

(Representative Title)

(Date)

Note: Board law prohibits any statutory supervisor from serving as an election observer. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

DESIGNATION OF OBSERVER(S)

Re: Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach
Case 21-UD-302524

PETITIONER (b) (6), (b) (7)(C) hereby designates the individual listed below to act as its observer during the election in the above case.

Observer's Name	Observer's Job Title
1.	

I certify that each of the above-named individuals is an employee of the Employer and is not a supervisor within the meaning of Section 2(11) of the Act.

(b) (6), (b) (7)(C)

(Name of Party)

By:

(Signature)

(Representative Name: Print or Type)

(Representative Title)

(Date)

Note: Board law prohibits any statutory supervisor from serving as an election observer. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

DESIGNATION OF OBSERVER(S)

Re: Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach
Case 21-UD-302524

California Nurses Association (CNA) hereby designates the individual listed below to act as its observer during the election in the above case.

Observer's Name	Observer's Job Title
1.	

I certify that each of the above-named individuals is an employee of the Employer and is not a supervisor within the meaning of Section 2(11) of the Act.

California Nurses Association (CNA)

(Name of Party)

By:

(Signature)

(Representative Name: Print or Type)

(Representative Title)

(Date)

Note: Board law prohibits any statutory supervisor from serving as an election observer. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

**DESCRIPTION OF ELECTION AND POST-ELECTION
REPRESENTATION CASE PROCEDURES**

Election -- A secret ballot election will be conducted by an agent of the National Labor Relations Board on the date and at the time(s) and location(s) specified in the Notice of Election. Unless the election is conducted by mail ballot, each party is usually represented by an equal number of observers at the polls during the election. When the election is conducted manually, each party may be represented by an observer of its own selection; whenever possible, a party shall select a current member of the voting unit as its observer, and when no such individual is available, a party should select a current nonsupervisory employee as its observer. When a voter appears at the poll to vote, the voter is asked to state his or her name and is given a ballot to take to a voting booth and mark in secret. The voter folds the marked ballot and then drops it into a ballot box without showing the marking to anyone. Parties or the Board agent may challenge for good cause the eligibility of a voter to participate in the election. A challenged voter will place his or her ballot in a special envelope before placing it in the ballot box. After the time for voting has concluded but before counting the ballots, the Board agent will see if the parties can agree to resolve some or all of the challenges. Where a request for review of a direction of election has been timely filed or upon specific direction by the Board, the ballot(s) that might be affected by the Board's decision on review will be segregated and all ballots will be impounded and remain unopened pending the Board's ruling or decision. Otherwise, the Board agent will count the ballots and prepare a Tally of Ballots and make that Tally available to the parties. If the unresolved challenged ballots will not determine the outcome of the election, the challenged ballots are never opened and no determination is made on the voters' eligibility. If the remaining challenged ballot or ballots are determinative of the results of the election, those challenged ballots will be sealed in a special envelope in front of the parties and stored in a safe in an NLRB office.

Challenged Ballots -- If the challenged ballot or ballots are determinative, the Regional Director will send a letter to the parties after the election, listing the challenged voters and asking the parties to submit a statement of position with respect to each of the determinative challenged ballots detailing why each of the challenged individuals is or is not eligible to vote. The Regional Director will then determine whether it is necessary to conduct an investigation or schedule a hearing to resolve the determinative challenges.

Objections -- Within 5 business days after the Tally of Ballots has been prepared, any party may file objections to the conduct of the election or to conduct affecting the results of the election. The objections must be submitted within this time frame, regardless of whether challenged ballots, if any, are sufficient in number to affect the results of the election. The objections must contain a short statement of the reasons for the objections and be accompanied by a written offer of proof identifying each witness the party would call to testify concerning the issue and summarizing the witness's testimony. Upon request of a party and showing of good cause, the Regional Director may extend the time for filing the offer of proof. The party filing the objections will serve a copy of the objections, but not the written offer of proof, on each of the other parties to the case, and include a certificate of service with the objections. The objections must be faxed or E-Filed through the Agency's E-Filing system (www.nlrb.gov), absent a written statement explaining why electronic submission is not possible or feasible.

Certification in the Absence of Objections, Determinative Challenges, and Runoff Elections -- If no timely objections are filed, no runoff election is required to be held, and the challenged ballots are insufficient in number to affect the results of the election, the Regional Director will issue a certification of the results of the election, including certification of representative where appropriate. However, the Regional Director will not issue a certification if a request for review of the decision and direction of election is pending.

Regional Office Investigation and Decisions without a Hearing -- A Board agent may be assigned to conduct an administrative investigation of determinative challenges and/or objections. If the Regional Director determines that the evidence described in the offer of proof in support of objections would not constitute grounds for setting aside

the election if introduced at a hearing, and/or the Regional Director determines that any determinative challenges do not raise substantial and material factual issues, the Regional Director will issue a decision disposing of the objections and/or determinative challenges.

Notices of Hearing on Challenges and/or Objections -- The Regional Director will schedule the hearing on challenges and/or objections 15 business days after the preparation of the tally of ballots or as soon as practicable thereafter, unless the parties agree to an earlier date. In some cases, the Regional Director may consolidate the hearing concerning objections and challenges with an unfair labor practice proceeding before an Administrative Law Judge. In any proceeding involving a consent election where the representation case has been consolidated with an unfair labor practice proceeding for hearing, the Administrative Law Judge will, after issuing a decision, sever the representation case and transfer it to the Regional Director for further processing. If there was no consent election, the Administrative Law Judge's recommendations on objections and/or challenges that have been consolidated with an unfair labor practice proceeding will be ruled upon by the Board if exceptions are filed or adopted in the absence of exceptions.

Voluntary Resolution -- An objecting party may wish to withdraw its objections. The withdrawal may be oral or written. When objections are withdrawn, the Regional Director may issue the appropriate certification. If the parties agree to set aside the election and conduct a new one, the Board agent will prepare a written agreement for their signature and approval by the Regional Director. Agreement of the objecting party is not required.

Hearing on Challenges and/or Objections -- The hearing will continue from day to day until completed unless the Regional Director concludes that extraordinary circumstances warrant otherwise. Any party will have the right to appear at the hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the objections and/or determinative challenges that are the subject of the hearing. Post-hearing briefs may be filed within five business days after the close of the hearing, unless additional time is granted by the Hearing Officer prior to the close of hearing and upon showing of good cause.

Hearing Officer's Report and Exceptions -- After the hearing, the Hearing Officer will prepare and serve on the parties a report resolving questions of credibility and containing findings of fact and recommendations as to the disposition of the post-election issues. Within 10 business days from the issuance of that report, any party may file with the Regional Director exceptions to that report and a supporting brief if desired. A copy of the exceptions and any supporting brief must immediately be served on the other parties and a statement of service filed with the Regional Director. Within 5 business days from the last date on which exceptions and any supporting brief may be filed, or such further time as the Regional Director may allow, a party opposing the exceptions may file an answering brief. A copy of the answering brief must immediately be served on the other parties and a statement of service filed with the Regional Director. Thereafter, the Regional Director will decide the matter or make other disposition of the case. If no exceptions to the Hearing Officer's report are filed, the Regional Director may decide the matter upon the record or make other disposition of the case. The decision of the Regional Director will be final unless a request for review is granted by the Board.

Briefs in support of exceptions and answering briefs may not exceed 50 pages, excluding the subject index and table of cases and authorities, unless permission is obtained from the Regional Director by motion, setting forth the reasons for exceeding the limit, pursuant to the procedures set forth in *§ 102.2(c) of the Board's Rules and Regulations*. If a brief exceeds 20 pages, it must contain a subject index with page references and an alphabetical table of cases and authorities. All documents, including electronic documents, filed with the Regional Director must be formatted as double-spaced and in an 8 ½ by 11-inch format.

Request For Review by the Board -- In stipulated and directed election cases, any party may request Board review of

the Regional Director's post-election decision. The request for review must be filed with the Board within 10 business days of the Regional Director's post-election decision and must be served on the Regional Director and the other parties. This request for review of a Regional Director's post-election decision may be combined with a request for review of the Regional Director's pre-election decision and direction of election if the party has not previously filed a request for review of the decision and direction of election. A party may not, however, file more than one request for review of a particular action or decision by the Regional Director; repetitive requests will not be considered. A statement of service must also be filed with the Board. Any party opposing the request for review may file a statement in opposition within 5 business days after the last day for which the request for review must be filed. If the Board grants the request for review, the parties have 10 business days from the order granting review to file briefs with the Board. A party seeking review must identify a significant, prejudicial error or some other compelling reason for Board review.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED UD ELECTION AGREEMENT

**Long Beach Memorial Medical Center, Inc. d/b/a
MemorialCare Long Beach Medical Center and
MemorialCare Miller Children's & Women's Hospital Long
Beach**

Case 21-UD-302524

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, Long Beach Memorial Medical Center, Inc. d/b/a MemorialCare Long Beach Medical Center and MemorialCare Miller Children's & Women's Hospital Long Beach, a California non-for-profit corporation, with a facility located at 2801 Atlantic Avenue, Long Beach, California, the only facility involved in this matter, is engaged in the business of operating acute care hospitals. During the past 12 months, a representative period, the Employer derived gross revenues in excess of \$250,000 from the operation of its acute care hospitals. During that same period, the Employer purchased and received at its Long Beach, California facility goods valued in excess of \$5,000 directly from points located outside the State of California.

3. LABOR ORGANIZATION. The Union, California Nurses Association (CNA), is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE:	Monday, October 17, 2022; Thursday, October 20, 2022; and Friday, October 21, 2022. [No 10-day Waiver of Voter List]	HOURS:	6:00 a.m. to 9:00 a.m., 12:00 p.m. to 3:00 p.m. and 6:00 p.m. to 9:00 p.m. [Employees need relief to vote]
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PLACE: In the Houssels Forum at the Employer's facility located at 2801 Atlantic Avenue, Long Beach, CA 90805.

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

Initials: 

5. UNIT AND ELIGIBLE VOTERS. The following unit is covered by an agreement between the Employer and the Union that requires employees make certain lawful payments to the union in order to retain their jobs:

Included: All full-time and regular part-time, and Non-Benefit Per Diem registered nurses employed in the classifications RN II, RN III, RN IV, RN V, Case Managers, RNFA, Nurse Practitioners (NP) 1, NP 2, NP-S, NP 2d, NP 2-S, RN Educators, RN Educator-S's, Clinical RN Instructors, Clinical RN Instructors 2d, Clinical RN Instructor-S's, Clinical Nurse Specialists (CNS), CNS-S's; hereinafter referred to as "RNs", and employed by the Employer at its facilities located at 2801 Atlantic Avenue, including outpatient facilities, operating under the license of the Employer located at 2801 Atlantic Avenue, Long Beach, California.

Excluded: All other employees including, but not limited to, office clerical employees, Case Manager 1, Customer Relations Coordinators, Quality Coordinator, Infection Control Professionals, Residency Coordinators, Residency Coordinator-Pediatrics, Registered RNs employed at Transitional Rehabilitation Services, managerial employees, confidential employees including, but not limited, to Administrative RN Specialists, Nursing Data Analysts, and all other professional employees, guards and supervisors as defined in the National Labor Relations Act including, but not limited to, Senior Vice President, Vice President, Clinical Director, Administrative Director, Clinical Operations Manager, Clinical Operations Supervisor, Assistant Unit Manager, Executive Director, House Supervisor, Program Director, Program Manager, Shift Manager and Supervisor, physicians, technical employees, skilled maintenance employees, business office clerical employees, and other non-professional employees.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending September 17, 2022 [Biweekly Ending Saturdays]**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the above unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Also eligible to vote are all Per Diem RNs, defined as those who, whether scheduled or not, (1) work on an as-needed or irregular basis, or (2) are called for work when other employees are unavailable, or (3) accept work assignments subject to their own availability. Per Diem RNs' work availability must include availability for scheduled shifts equaling at least forty-eight (48) hours per four (4) week schedule, including two (2) weekend shifts per schedule (or less per unit needs), as well as a minimum of at least one (1) major and one (1) minor holiday per year based on unit need.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, and, in a mail ballot election, before they mail in their ballots to the Board's designated office, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or

Initials: 

reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. VOTER LIST. Within 2 business days after the Regional Director has approved this Agreement, the Employer must provide to the Regional Director and all of the other parties a voter list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available personal home and cellular telephone numbers) of all eligible voters. The Employer must also include, in a separate section of that list, the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge. The list must be filed in common, everyday electronic file formats that can be searched. Unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. The font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. When feasible, the list must be filed electronically with the Regional Director and served electronically on the parties. The Employer must file with the Regional Director a certificate of service of the list on all parties.

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of the need to have the Notice of Election and/or ballots translated.

The wording on the ballot will be: "Do you wish to withdraw the authority of California Nurses Association (CNA) to require, under its agreement with the employer, that employees make certain lawful payments to the union in order to retain their jobs?" The choice will be "Yes" or "No."

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted, at least three (3) full working days prior to 12:01 a.m. of the day of the election. The Employer must also distribute the Notice of Election electronically, if the Employer customarily communicates with employees in the unit electronically. Failure to post or distribute the Notice of Election as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. NOTICE OF ELECTION ONSITE REPRESENTATIVE. The following individual will serve as the Employer's designated Notice of Election onsite representative: Cinthya Rocha, Director, Labor Strategies & Employee Health Services, MemorialCare Long Beach Medical Center and MemorialCare Miller Children's & Women's Hospital Long Beach, 2801 Atlantic Avenue Long Beach, CA 90805, Phone: (562) 933-1169, Email: crocha@memorialcare.org

10. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

11. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

12. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

13. POSTELECTION. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

14. SAFETY PROTOCOLS. If these protocols cannot be followed (or attested to as described in Memorandum GC 20-10), the Regional Director reserves the right to cancel or reschedule the manual election, or convert the election to a mail-ballot election with ballots being mailed out on or as soon as practicable after the scheduled manual election date. Given the COVID-19 pandemic, in order to protect the voters, observers, Board agent(s), and others during the election and ballot count.:

- a) The Employer will provide sufficient tables and chairs that will be placed at least 6 feet apart in the voting area: There will be a table for the Employer's Election Observer, a table for the Petitioner's Election Observer, a table for the Union's Election Observer, a table for the Board agents, and a table for the ballots/ballot box/writing utensils. The Employer will set the voting area up to ensure that 6 feet of space between the voters, the Board agents, and the Election Observers can be maintained at all times.
- b) Employer will place markings throughout the voting area, and in the immediate vicinity outside of that area, to ensure proper social distancing for voters and to ensure that the voting line does not exceed four voters at a time.
- c) Employer will ensure that the voting area has sufficient room for voters to maintain 6 feet of space between one another when entering and exiting the voting area (the Board agent will direct the flow of traffic to allow only one voter in the area at a time).
- d) Employer will ensure the voting area has a separate entrance and exit for voters, with markings to depict safe traffic flow throughout the polling area.
- e) Employer will provide hand sanitizers and an abundant number of sanitizing wipes for the voting area.
- f) Employer will provide masks for all voters.
- g) Employer will provide masks and gloves for all party representatives and observers.
- h) The Board agent, voters, and Election Observers shall wear masks in the voting area during the entirety of the election process. In accordance with the "Voting Place Notice", Form NLRB-5017, the Board agent has the discretion to advise a voter who is not properly masked to leave the voting area and return when properly masked.

J.L.

- i) Employer will provide a sufficient number of disposable pencils without erasers for each voter to mark their ballot.
- j) Employer will provide glue sticks or tape to seal challenged ballot envelopes.
- k) Employer will provide plexiglass barriers of sufficient size to protect the observers and Board agent to separate observers and the Board agent from voters and each other, pre-election conference, and ballot count attendees.
- l) The Board agent has the discretion to limit attendance at the counting of the ballots to the number of people who can maintain 6 feet of space between one another.
- m) All individuals attending the pre-election conference and ballot count shall wear masks. The Board agents have the discretion to advise a conference or count attendee who is not properly masked to leave the conference/count and return when properly masked.
- n) Employer will create and distribute the invitation for an inspection of the polling area that will occur by Zoom or other videoconference platform with all parties at **noon on Friday, October 14, 2022**, so that the Board agents and parties can view the polling area.
- o) Employer will post signs immediately adjacent to the Notice of Election to notify voters, observers, party representatives, and other participants of the mask requirement.
- p) Employer will sanitize the polling area the day of the election, prior to the start of the pre-election conference.
- q) Parties will immediately notify the Regional Director in writing if any participant in the election, including all representatives, observers, and eligible voters, test positive for COVID-19 or if they have been directly exposed to individuals who have tested positive for COVID-19 during the 14 days immediately preceding the election date.
- r) The Employer will complete and submit GC 20-10 COVID-19 Certification Forms A and B to the Region within the time frame set forth on the forms. The Forms will be considered by the Regional Director in determining whether conducting the election manually will jeopardize public health. Failure to provide accurate or timely forms may result in the election being cancelled, rescheduled, or converted to a mail ballot election.
- s) The Petitioner and the Union will complete and submit GC 20-10 COVID-19 Certification Form B to the Board agent conducting the election within the time frame set forth on the form.
- t) Individuals for which Form B was not submitted will not be permitted to be physically present at the pre-election conference, to serve as an observer during the election or at the ballot count.
- u) All parties agree to immediately notify the Regional Director, if, within 14 days after the day of the election, any individuals who were present in the facility on the day of the election:

J.L.

- have tested positive for COVID-19 (or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested) within the prior 14 days;
- are awaiting results of a COVID-19 test;
- are exhibiting symptoms of COVID-19, including a fever of 100.4 or higher, cough, shortness of breath; or have had direct contact with anyone in the previous 14 days who has tested positive for COVID-19 (or who are awaiting test results for COVID-19 or have been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested).


**Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach**

(Employer)

(b) (6), (b) (7)(C)

(Petitioner)

By:

 09/30/2022
(Signature) (Date)

By:

(Signature) (Date)

Print Name:

Juan Larios

Print Name:

California Nurses Association (CNA)

(Intervenor)

By:

(Signature) (Date)

Print
Name:

Recommended:

lucia shin-donner 9-30-2022

LUCIA SHIN-DONNER, Field Examiner (Date)

Date approved:

**Regional Director, Region 21
National Labor Relations Board**

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED UD ELECTION AGREEMENT

**Long Beach Memorial Medical Center, Inc. d/b/a
MemorialCare Long Beach Medical Center and
MemorialCare Miller Children's & Women's Hospital Long
Beach**

Case 21-UD-302524

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, Long Beach Memorial Medical Center, Inc. d/b/a MemorialCare Long Beach Medical Center and MemorialCare Miller Children's & Women's Hospital Long Beach, a California non-for-profit corporation, with a facility located at 2801 Atlantic Avenue, Long Beach, California, the only facility involved in this matter, is engaged in the business of operating acute care hospitals. During the past 12 months, a representative period, the Employer derived gross revenues in excess of \$250,000 from the operation of its acute care hospitals. During that same period, the Employer purchased and received at its Long Beach, California facility goods valued in excess of \$5,000 directly from points located outside the State of California.

3. LABOR ORGANIZATION. The Union, California Nurses Association (CNA), is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: Monday, October 17, 2022;
Thursday, October 20, 2022; and
Friday, October 21, 2022.
[No 10-day Waiver of Voter List]

HOURS: 6:00 a.m. to 9:00 a.m.,
12:00 p.m. to 3:00
p.m. and 6:00 p.m. to
9:00 p.m. [Employees
need relief to vote]

PLACE: In the Houssels Forum at the Employer's facility located at 2801 Atlantic Avenue, Long Beach, CA 90805.

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

(b) (6), (b) (7)(C)
Initials: [REDACTED]

5. UNIT AND ELIGIBLE VOTERS. The following unit is covered by an agreement between the Employer and the Union that requires employees make certain lawful payments to the union in order to retain their jobs:

Included: All full-time and regular part-time, and Non-Benefit Per Diem registered nurses employed in the classifications RN II, RN III, RN IV, RN V, Case Managers, RNFA, Nurse Practitioners (NP) 1, NP 2, NP-S, NP 2d, NP 2-S, RN Educators, RN Educator-S's, Clinical RN Instructors, Clinical RN Instructors 2d, Clinical RN Instructor-S's, Clinical Nurse Specialists (CNS), CNS-S's; hereinafter referred to as "RNs", and employed by the Employer at its facilities located at 2801 Atlantic Avenue, including outpatient facilities, operating under the license of the Employer located at 2801 Atlantic Avenue, Long Beach, California.

Excluded: All other employees including, but not limited to, office clerical employees, Case Manager 1, Customer Relations Coordinators, Quality Coordinator, Infection Control Professionals, Residency Coordinators, Residency Coordinator-Pediatrics, Registered RNs employed at Transitional Rehabilitation Services, managerial employees, confidential employees including, but not limited, to Administrative RN Specialists, Nursing Data Analysts, and all other professional employees, guards and supervisors as defined in the National Labor Relations Act including, but not limited to, Senior Vice President, Vice President, Clinical Director, Administrative Director, Clinical Operations Manager, Clinical Operations Supervisor, Assistant Unit Manager, Executive Director, House Supervisor, Program Director, Program Manager, Shift Manager and Supervisor, physicians, technical employees, skilled maintenance employees, business office clerical employees, and other non-professional employees.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending September 17, 2022 [Biweekly Ending Saturdays]**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the above unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Also eligible to vote are all Per Diem RNs, defined as those who, whether scheduled or not, (1) work on an as-needed or irregular basis, or (2) are called for work when other employees are unavailable, or (3) accept work assignments subject to their own availability. Per Diem RNs' work availability must include availability for scheduled shifts equaling at least forty-eight (48) hours per four (4) week schedule, including two (2) weekend shifts per schedule (or less per unit needs), as well as a minimum of at least one (1) major and one (1) minor holiday per year based on unit need.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, and, in a mail ballot election, before they mail in their ballots to the Board's designated office, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or

(b) (6), (b) (7)(C)

Initials: [REDACTED]

reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. VOTER LIST. Within 2 business days after the Regional Director has approved this Agreement, the Employer must provide to the Regional Director and all of the other parties a voter list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available personal home and cellular telephone numbers) of all eligible voters. The Employer must also include, in a separate section of that list, the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge. The list must be filed in common, everyday electronic file formats that can be searched. Unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. The font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. When feasible, the list must be filed electronically with the Regional Director and served electronically on the parties. The Employer must file with the Regional Director a certificate of service of the list on all parties.

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of the need to have the Notice of Election and/or ballots translated.

The wording on the ballot will be: "Do you wish to withdraw the authority of California Nurses Association (CNA) to require, under its agreement with the employer, that employees make certain lawful payments to the union in order to retain their jobs?" The choice will be "Yes" or "No."

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted, at least three (3) full working days prior to 12:01 a.m. of the day of the election. The Employer must also distribute the Notice of Election electronically, if the Employer customarily communicates with employees in the unit electronically. Failure to post or distribute the Notice of Election as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. NOTICE OF ELECTION ONSITE REPRESENTATIVE. The following individual will serve as the Employer's designated Notice of Election onsite representative: Cinthya Rocha, Director, Labor Strategies & Employee Health Services, MemorialCare Long Beach Medical Center and MemorialCare Miller Children's & Women's Hospital Long Beach, 2801 Atlantic Avenue Long Beach, CA 90805, Phone: (562) 933-1169, Email: crocha@memorialcare.org

(b) (6), (b) (7)(C)

Initials:

10. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

11. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

12. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

13. POSTELECTION. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

14. SAFETY PROTOCOLS. If these protocols cannot be followed (or attested to as described in Memorandum GC 20-10), the Regional Director reserves the right to cancel or reschedule the manual election, or convert the election to a mail-ballot election with ballots being mailed out on or as soon as practicable after the scheduled manual election date. Given the COVID-19 pandemic, in order to protect the voters, observers, Board agent(s), and others during the election and ballot count.:

- a) The Employer will provide sufficient tables and chairs that will be placed at least 6 feet apart in the voting area: There will be a table for the Employer's Election Observer, a table for the Petitioner's Election Observer, a table for the Union's Election Observer, a table for the Board agents, and a table for the ballots/ballot box/writing utensils. The Employer will set the voting area up to ensure that 6 feet of space between the voters, the Board agents, and the Election Observers can be maintained at all times.
- b) Employer will place markings throughout the voting area, and in the immediate vicinity outside of that area, to ensure proper social distancing for voters and to ensure that the voting line does not exceed four voters at a time.
- c) Employer will ensure that the voting area has sufficient room for voters to maintain 6 feet of space between one another when entering and exiting the voting area (the Board agent will direct the flow of traffic to allow only one voter in the area at a time).
- d) Employer will ensure the voting area has a separate entrance and exit for voters, with markings to depict safe traffic flow throughout the polling area.
- e) Employer will provide hand sanitizers and an abundant number of sanitizing wipes for the voting area.
- f) Employer will provide masks for all voters.
- g) Employer will provide masks and gloves for all party representatives and observers.
- h) The Board agent, voters, and Election Observers shall wear masks in the voting area during the entirety of the election process. In accordance with the "Voting Place Notice", Form NLRB-5017, the Board agent has the discretion to advise a voter who is not properly masked to leave the voting area and return when properly masked.

- i) Employer will provide a sufficient number of disposable pencils without erasers for each voter to mark their ballot.
- j) Employer will provide glue sticks or tape to seal challenged ballot envelopes.
- k) Employer will provide plexiglass barriers of sufficient size to protect the observers and Board agent to separate observers and the Board agent from voters and each other, pre-election conference, and ballot count attendees.
- l) The Board agent has the discretion to limit attendance at the counting of the ballots to the number of people who can maintain 6 feet of space between one another.
- m) All individuals attending the pre-election conference and ballot count shall wear masks. The Board agents have the discretion to advise a conference or count attendee who is not properly masked to leave the conference/count and return when properly masked.
- n) Employer will create and distribute the invitation for an inspection of the polling area that will occur by Zoom or other videoconference platform with all parties at **noon on Friday, October 14, 2022**, so that the Board agents and parties can view the polling area.
- o) Employer will post signs immediately adjacent to the Notice of Election to notify voters, observers, party representatives, and other participants of the mask requirement.
- p) Employer will sanitize the polling area the day of the election, prior to the start of the pre-election conference.
- q) Parties will immediately notify the Regional Director in writing if any participant in the election, including all representatives, observers, and eligible voters, test positive for COVID-19 or if they have been directly exposed to individuals who have tested positive for COVID-19 during the 14 days immediately preceding the election date.
- r) The Employer will complete and submit GC 20-10 COVID-19 Certification Forms A and B to the Region within the time frame set forth on the forms. The Forms will be considered by the Regional Director in determining whether conducting the election manually will jeopardize public health. Failure to provide accurate or timely forms may result in the election being cancelled, rescheduled, or converted to a mail ballot election.
- s) The Petitioner and the Union will complete and submit GC 20-10 COVID-19 Certification Form B to the Board agent conducting the election within the time frame set forth on the form.
- t) Individuals for which Form B was not submitted will not be permitted to be physically present at the pre-election conference, to serve as an observer during the election or at the ballot count.
- u) All parties agree to immediately notify the Regional Director, if, within 14 days after the day of the election, any individuals who were present in the facility on the day of the election:

- have tested positive for COVID-19 (or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested) within the prior 14 days;
- are awaiting results of a COVID-19 test;
- are exhibiting symptoms of COVID-19, including a fever of 100.4 or higher, cough, shortness of breath; or have had direct contact with anyone in the previous 14 days who has tested positive for COVID-19 (or who are awaiting test results for COVID-19 or have been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested).

**Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach**

(Employer)

By:

(Signature)

(Date)

Print Name:

(b) (6), (b) (7)(C)

(Petitioner)

(b) (6), (b) (7)(C) 9/30/22

By:

(Signature)

(Date)

Print Name:

(b) (6), (b) (7)(C)

California Nurses Association (CNA)

(Intervenor)

By:

(Signature)

(Date)

Print

Name:

Recommended:

lucia shin-donner

9-30-2022

LUCIA SHIN-DONNER, Field Examiner (Date)

Date approved:

Regional Director, Region 21

National Labor Relations Board

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED UD ELECTION AGREEMENT

**Long Beach Memorial Medical Center, Inc. d/b/a
MemorialCare Long Beach Medical Center and
MemorialCare Miller Children's & Women's Hospital Long
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Case 21-UD-302524

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1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, Long Beach Memorial Medical Center, Inc. d/b/a MemorialCare Long Beach Medical Center and MemorialCare Miller Children's & Women's Hospital Long Beach, a California non-for-profit corporation, with a facility located at 2801 Atlantic Avenue, Long Beach, California, the only facility involved in this matter, is engaged in the business of operating acute care hospitals. During the past 12 months, a representative period, the Employer derived gross revenues in excess of \$250,000 from the operation of its acute care hospitals. During that same period, the Employer purchased and received at its Long Beach, California facility goods valued in excess of \$5,000 directly from points located outside the State of California.

3. LABOR ORGANIZATION. The Union, California Nurses Association (CNA), is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE:	Monday, October 17, 2022; Thursday, October 20, 2022; and Friday, October 21, 2022. [No 10-day Waiver of Voter List]	HOURS:	6:00 a.m. to 9:00 a.m., 12:00 p.m. to 3:00 p.m. and 6:00 p.m. to 9:00 p.m. [Employees need relief to vote]
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PLACE: In the Houssels Forum at the Employer's facility located at 2801 Atlantic Avenue, Long Beach, CA 90805.

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

Initials: _____

5. UNIT AND ELIGIBLE VOTERS. The following unit is covered by an agreement between the Employer and the Union that requires employees make certain lawful payments to the union in order to retain their jobs:

Included: All full-time and regular part-time, and Non-Benefit Per Diem registered nurses employed in the classifications RN II, RN III, RN IV, RN V, Case Managers, RNFA, Nurse Practitioners (NP) 1, NP 2, NP-S, NP 2d, NP 2-S, RN Educators, RN Educator-S's, Clinical RN Instructors, Clinical RN Instructors 2d, Clinical RN Instructor-S's, Clinical Nurse Specialists (CNS), CNS-S's; hereinafter referred to as "RNs", and employed by the Employer at its facilities located at 2801 Atlantic Avenue, including outpatient facilities, operating under the license of the Employer located at 2801 Atlantic Avenue, Long Beach, California.

Excluded: All other employees including, but not limited to, office clerical employees, Case Manager 1, Customer Relations Coordinators, Quality Coordinator, Infection Control Professionals, Residency Coordinators, Residency Coordinator-Pediatrics, Registered RNs employed at Transitional Rehabilitation Services, managerial employees, confidential employees including, but not limited, to Administrative RN Specialists, Nursing Data Analysts, and all other professional employees, guards and supervisors as defined in the National Labor Relations Act including, but not limited to, Senior Vice President, Vice President, Clinical Director, Administrative Director, Clinical Operations Manager, Clinical Operations Supervisor, Assistant Unit Manager, Executive Director, House Supervisor, Program Director, Program Manager, Shift Manager and Supervisor, physicians, technical employees, skilled maintenance employees, business office clerical employees, and other non-professional employees.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending September 17, 2022 [Biweekly Ending Saturdays]**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the above unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Also eligible to vote are all Per Diem RNs, defined as those who, whether scheduled or not, (1) work on an as-needed or irregular basis, or (2) are called for work when other employees are unavailable, or (3) accept work assignments subject to their own availability. Per Diem RNs' work availability must include availability for scheduled shifts equaling at least forty-eight (48) hours per four (4) week schedule, including two (2) weekend shifts per schedule (or less per unit needs), as well as a minimum of at least one (1) major and one (1) minor holiday per year based on unit need.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, and, in a mail ballot election, before they mail in their ballots to the Board's designated office, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or

Initials: _____

reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. VOTER LIST. Within 2 business days after the Regional Director has approved this Agreement, the Employer must provide to the Regional Director and all of the other parties a voter list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available personal home and cellular telephone numbers) of all eligible voters. The Employer must also include, in a separate section of that list, the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge. The list must be filed in common, everyday electronic file formats that can be searched. Unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. The font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. When feasible, the list must be filed electronically with the Regional Director and served electronically on the parties. The Employer must file with the Regional Director a certificate of service of the list on all parties.

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of the need to have the Notice of Election and/or ballots translated.

The wording on the ballot will be: "Do you wish to withdraw the authority of California Nurses Association (CNA) to require, under its agreement with the employer, that employees make certain lawful payments to the union in order to retain their jobs?" The choice will be "Yes" or "No."

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted, at least three (3) full working days prior to 12:01 a.m. of the day of the election. The Employer must also distribute the Notice of Election electronically, if the Employer customarily communicates with employees in the unit electronically. Failure to post or distribute the Notice of Election as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. NOTICE OF ELECTION ONSITE REPRESENTATIVE. The following individual will serve as the Employer's designated Notice of Election onsite representative: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) MemorialCare Long Beach Medical Center and MemorialCare Miller Children's & Women's Hospital Long Beach, 2801 Atlantic Avenue Long Beach, CA 90805, Phone: (562) 933-1169, Email: (b) (6), (b) (7)(C) @memorialcare.org

Initials: _____

10. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

11. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

12. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

13. POSTELECTION. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

14. SAFETY PROTOCOLS. If these protocols cannot be followed (or attested to as described in Memorandum GC 20-10), the Regional Director reserves the right to cancel or reschedule the manual election, or convert the election to a mail-ballot election with ballots being mailed out on or as soon as practicable after the scheduled manual election date. Given the COVID-19 pandemic, in order to protect the voters, observers, Board agent(s), and others during the election and ballot count.:

- a) The Employer will provide sufficient tables and chairs that will be placed at least 6 feet apart in the voting area: There will be a table for the Employer's Election Observer, a table for the Petitioner's Election Observer, a table for the Union's Election Observer, a table for the Board agents, and a table for the ballots/ballot box/writing utensils. The Employer will set the voting area up to ensure that 6 feet of space between the voters, the Board agents, and the Election Observers can be maintained at all times.
- b) Employer will place markings throughout the voting area, and in the immediate vicinity outside of that area, to ensure proper social distancing for voters and to ensure that the voting line does not exceed four voters at a time.
- c) Employer will ensure that the voting area has sufficient room for voters to maintain 6 feet of space between one another when entering and exiting the voting area (the Board agent will direct the flow of traffic to allow only one voter in the area at a time).
- d) Employer will ensure the voting area has a separate entrance and exit for voters, with markings to depict safe traffic flow throughout the polling area.
- e) Employer will provide hand sanitizers and an abundant number of sanitizing wipes for the voting area.
- f) Employer will provide masks for all voters.
- g) Employer will provide masks and gloves for all party representatives and observers.
- h) The Board agent, voters, and Election Observers shall wear masks in the voting area during the entirety of the election process. In accordance with the "Voting Place Notice", Form NLRB-5017, the Board agent has the discretion to advise a voter who is not properly masked to leave the voting area and return when properly masked.

- i) Employer will provide a sufficient number of disposable pencils without erasers for each voter to mark their ballot.
- j) Employer will provide glue sticks or tape to seal challenged ballot envelopes.
- k) Employer will provide plexiglass barriers of sufficient size to protect the observers and Board agent to separate observers and the Board agent from voters and each other, pre-election conference, and ballot count attendees.
- l) The Board agent has the discretion to limit attendance at the counting of the ballots to the number of people who can maintain 6 feet of space between one another.
- m) All individuals attending the pre-election conference and ballot count shall wear masks. The Board agents have the discretion to advise a conference or count attendee who is not properly masked to leave the conference/count and return when properly masked.
- n) Employer will create and distribute the invitation for an inspection of the polling area that will occur by Zoom or other videoconference platform with all parties at **noon on Friday, October 14, 2022**, so that the Board agents and parties can view the polling area.
- o) Employer will post signs immediately adjacent to the Notice of Election to notify voters, observers, party representatives, and other participants of the mask requirement.
- p) Employer will sanitize the polling area the day of the election, prior to the start of the pre-election conference.
- q) Parties will immediately notify the Regional Director in writing if any participant in the election, including all representatives, observers, and eligible voters, test positive for COVID-19 or if they have been directly exposed to individuals who have tested positive for COVID-19 during the 14 days immediately preceding the election date.
- r) The Employer will complete and submit [GC 20-10 COVID-19 Certification Forms A and B](#) to the Region within the time frame set forth on the forms. The Forms will be considered by the Regional Director in determining whether conducting the election manually will jeopardize public health. Failure to provide accurate or timely forms may result in the election being cancelled, rescheduled, or converted to a mail ballot election.
- s) The Petitioner and the Union will complete and submit [GC 20-10 COVID-19 Certification Form B](#) to the Board agent conducting the election within the time frame set forth on the form.
- t) Individuals for which Form B was not submitted will not be permitted to be physically present at the pre-election conference, to serve as an observer during the election or at the ballot count.
- u) All parties agree to immediately notify the Regional Director, if, within 14 days after the day of the election, any individuals who were present in the facility on the day of the election:

- have tested positive for COVID-19 (or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested) within the prior 14 days;
- are awaiting results of a COVID-19 test;
- are exhibiting symptoms of COVID-19, including a fever of 100.4 or higher, cough, shortness of breath; or have had direct contact with anyone in the previous 14 days who has tested positive for COVID-19 (or who are awaiting test results for COVID-19 or have been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested).

**Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach**

(Employer)

(b) (6), (b) (7)(C)

(Petitioner)

By:

(Signature)

(Date)

Print Name:

By:

(Signature)

(Date)

Print Name:

California Nurses Association (CNA)

(Intervenor)

By:

(Signature)

(Date)

Print

Name:

Recommended:

lucia shin-donner

9-30-2022

LUCIA SHIN-DONNER, Field Examiner (Date)

Date approved:

**Regional Director, Region 21
National Labor Relations Board**

ELECTION ORDER SHEET

1. CASE NAME Long Beach Memorial Medical Center, Inc. d/b/a MemorialCare Long Beach Medical Center and MemorialCare Miller Children's & Women's Hospital Long Beach		2. CASE NUMBER 21-UD-302524	
3. BOARD AGENT LUCIA SHIN-DONNER		4. DATE 10/03/2022	
5. ALL ELECTIONS: <div style="display: flex; justify-content: space-between;"><div>BASIS FOR ELECTION: Stip</div><div>SPECIAL ELIGIBILITY FORMULA, e.g. Daniel? No</div></div> <div style="display: flex; justify-content: space-between;"><div>MAIL BALLOTS? No</div><div>SELF-DETERMINATION ELECTION: No</div></div> <div style="display: flex; justify-content: space-between;"><div>STRIKE IN PROGRESS? No</div><div>EXPEDITED ELECTION pursuant to 8(b)(7)? No</div></div> <div style="display: flex; justify-content: space-between;"><div>ARRANGEMENTS FOR DISCRIMINATEES TO VOTE NECESSARY? No</div><div></div></div> <div>CHALLENGES SPECIFIED IN DDE OR ELECTION AGREEMENT? No If yes, who? _____</div>			
Date of Election	Time and Place (Polling Area, Address, City & State)	No. of Polling Places	
Friday, October 21, 2022	Time(s): 6:00 a.m. to 9:00 a.m.; 12:00 p.m. to 3:00 p.m.; and 6:00 p.m. to 9:00 p.m. Place: 2801 Atlantic Avenue Long Beach, CA	1	
Thursday, October 20, 2022	Time(s): 6:00 a.m. to 9:00 a.m.; 12:00 p.m. to 3:00 p.m.; and 6:00 p.m. to 9:00 p.m. Place: 2801 Atlantic Avenue Long Beach, CA	1	
Monday, October 17, 2022	Time(s): 6:00 a.m. to 9:00 a.m.; 12:00 p.m. to 3:00 p.m. and 6:00 p.m. to 9:00 p.m. Place: 2801 Atlantic Avenue Long Beach, CA	1	
IF MORE THAN ONE POLL, LANGUAGE FOR NOTICE ABOUT WHEN AND WHERE WILL COUNT TAKE PLACE? <div style="margin-left: 40px;"><u> X </u> ALL BALLOTS WILL BE MINGLED AND COUNTED IMMEDIATELY AFTER THE CONCLUSION OF THE LAST VOTING SESSION <u> </u> Other (specify): _____</div>			
6. PAYROLL PERIOD ENDING September 17, 2022		7. UNIT: AS SET FORTH IN Stip	
8A. BALLOTS: Approx. number in unit: <u>2,000 (3500)</u> Number of challenges expected: <u>UNKNOWN</u>		8B. FOREIGN LANGUAGE BALLOT(S): NECESSARY? No Language(s): _____	
8C. ORDER IN WHICH NAMES ARE TO APPEAR ON BALLOT WHERE MORE THAN ONE UNION IS INVOLVED <i>(Note - Refer to Direction of Election or Agreement of parties for actual wording of names on ballots or notices of election)</i>			
(1)	(2)	(3)	(4)

<p>9A. NOTICES: Are sent to the parties promptly by email, facsimile or, by overnight mail where no email or facsimile information was provided.</p> <p>Notices must be posted by Employer (MIDNIGHT) 3 FULL WORKING DAYS before election</p>	<p>9B. FOREIGN LANGUAGE NOTICE(S) NECESSARY? No</p> <p>IF YES, LANGUAGE(S):</p> <p>IF YES, ARE FURTHER ARRANGEMENTS NECESSARY TO ENSURE APPROPRIATE RESPONSES CAN BE MADE TO TELEPHONE INQUIRIES?</p>
--	---

10. NOTIFICATIONS: DATE AND METHOD OF NOTIFICATION TO PARTIES THAT ELECTION AGREEMENT WAS APPROVED OR DDE ISSUED

IN ELECTION AGREEMENT CASES, SEND APPROVED AGREEMENT AND LETTER REQUESTING VOTER LIST TO:

Adam C. Abrahms, Attorney at Law
 Epstein Becker & Green, PC
 1925 Century Park East, Suite 500
 Los Angeles, CA 90067-2706 Phone: (310) 557-9559 Mobile: (310) 367-4104 Fax: (310) 943-3367
 Email: aabrahms@ebglaw.com

IN DDE CASES, SEND ELECTION ARRANGEMENT/OBSERVER FORM LETTER TO:

SEND NOTICES FOR EMPLOYER'S FACILITY TO (applicable where no email or facsimile information is provided):

Cynthia Rocha, Director, Labor Strategies & Employee Health Services, Phone: 562-933-1169,
 Email: crocha@memorialcare.org

11. PRE-ELECTION CONFERENCE? [Yes

5:15 a.m. on polling place on October 17, 2022

(Place, Date and Time)

12. OTHER PENDING CASES Are there any pending C and/or R cases that could have bearing on this case? No]

If so, Case Number(s):

13. VOTER LIST:

DID PARTY(IES) ENTITLED TO THE VOTER LIST WAIVE ALL OR ANY PORTION OF THE 10-DAY TIME PERIOD TO HAVE THE LIST? No] IF SO, HOW MANY DAYS WERE WAIVED? _____

DATE LIST DUE: 10-5-2022 (To be timely filed and served the list must be served on the parties within two business days after the approval of an election agreement or the direction of election unless a longer period of time was specified in the agreement or the direction of election.)

ARE SEPARATE ELIGIBILITY LISTS NEEDED? No]

ELECTRONIC FORMAT: DID THE PARTIES AGREE TO AN ALTERNATE ELECTRONIC FORMAT FOR THE VOTER LIST (OTHER THAN A TABLE IN MICROSOFT WORD FILE OR FILE THAT IS MICROSOFT WORD COMPATIBLE)?

OTHER (EXPLAIN)

14. VOTING ARRANGEMENTS (Check)

RELEASING: By Observers: _____ By Board Agent(s): _____ By Supervisors: _____ Self-releasing ☒ By Intercom: _____

VOTING WILL TAKE PLACE: According to a Schedule _____ During Working Hours _____
On Employees' Own Time _____ Other (Specify) _____

IS THIS A LARGE OR COMPLEX ELECTION? _____ IF YES, IS VOTER IDENTIFICATION NECESSARY? _____

SELECT NOTICE LANGUAGE FROM CHOICES BELOW ABOUT VOTING ARRANGEMENTS: 1.

1. EMPLOYEES ARE FREE TO VOTE AT ANY TIME THE POLLS ARE OPEN.
2. YOU WILL BE NOTIFIED AT THE TIME WHEN YOU MAY GO TO VOTE.
3. IF YOU WISH, YOU MAY VOTE ON YOUR OWN TIME WHILE THE POLLS ARE OPEN.
4. YOU MAY VOTE ON EMPLOYER TIME IN ACCORDANCE WITH THE ATTACHED VOTING SCHEDULE.
5. NO LANGUAGE

15. EQUIPMENT

QUANTITY		FURNISHED BY
----------	--	--------------

<u>3</u>	BOOTHS	Board <input checked="" type="checkbox"/>
----------	--------	---

_____	CHAIRS	Employer _____
-------	--------	----------------

_____	TABLES	Employer _____
-------	--------	----------------

<u>1</u>	BALLOT BOXES	Board <input checked="" type="checkbox"/>
----------	--------------	---

SPECIAL EQUIPMENT (Specify):

NONE

16. NAME AND PHONE NUMBER OF EMPLOYER ATTORNEY OR, IF NONE, AUTHORITATIVE COMPANY

REPRESENTATIVE: Employer's Legal Rep: Adam C. Abrahms (310)557-9559

17. OBSERVERS: Number of Observers for each party equal number of authorized non-supervisory employee observers

18. MAIL BALLOT ELECTIONS OR MIXED MANUAL-MAIL ELECTION

WILL EMPLOYER PROVIDE MAILING LABELS? [Yes or No]

DATE MB KITS TO BE SENT TO EMPLOYEES: _____ (NOTIFY PARTIES AT LEAST 11 DAYS PRIOR)

DATE TO NOTIFY RO IF NOT RECEIVED: _____

DATE TO BE COUNTED _____

TIME & PLACE TO BE COUNTED _____

19. REMARKS: (INCLUDE DIRECTIONS TO FACILITY, IF AVAILABLE, AND ANY SPECIAL ELECTION OR UNUSUAL CIRCUMSTANCES. COMMUNICATE ANY CHANGES IN THESE ARRANGEMENTS TO REGIONAL MANAGER AND ELECTION CLERK.)

At this time, Board agents conducting the election are FXs Al Medina and Lucia Shin-Donner
Employer is to provide a diagram of the polling place to have an idea of the room layout and dimension.
The polling site inspection to take place via videoconference link provided by the Employer to the parties on Friday, October 14, 2022 at noon.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
US Court House, Spring Street
312 N Spring Street, 10th Floor
Los Angeles, CA 90012

Agency Website: www.nlr.gov
Telephone: (213)894-5200
Fax: (213)894-2778

October 5, 2022

Cinthya Rocha, Director, Labor Strategy/HR Operations
crocha@memorialcare.org

Re: Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's &
Women's Hospital Long Beach
Case 21-UD-302524

Dear Ms. Rocha:

Enclosed are the Notices of Election in the above case. Please post them on bulletin boards and other conspicuous places in areas where the employees in the bargaining unit work. To help avoid an issue about the adequacy of the posting period, **the notices should be posted immediately upon receipt.**

Notice Posting Requirement

Section 102.67(k) of the Board's Rules and Regulations requires employers to post the Board's official Notice of Election in conspicuous places at least 3 full working days, not including Saturdays, Sundays, and holidays, prior to 12:01 a.m. of the day of the election, and distribute the Notice electronically if the employer customarily communicates with employees in the unit electronically. Therefore, the attached Notices must be posted and distributed prior to 12:01 a.m. on October 12, 2022. Failure to comply with this posting and distribution requirement is grounds for setting the election aside whenever proper and timely objections are filed.

Very truly yours,

William B. Cowen
Regional Director

Enclosures: (1)

cc: Adam C. Abrahms, Attorney at Law
aabrahms@ebglaw.com

(b) (6), (b) (7)(C)

Micah L. Berul, In-House Legal Counsel
mberul@calnurses.org

WBC/js

.

From: Shin-Donner, Lucia
Sent: October 6, 2022 1:20 PM
To: (b) (6), (b) (7)(C); Adam C. Abrahms; Micah Berul
Cc: Juan Larios
Subject: Certificate B (all) Certificate A (only Employer)
Attachments: Certificate B.pdf; Certificate A.pdf

Categories: R Cases/Elections

Hello all,

Please find attached the attestation certificates that will be required for anyone attending the pre-election conference on Monday, October 17, 2022 at 5:15 a.m. and any of the employees (non-supervisory) that will serve as observers for each party complete Certificate B on the day and session that each observer will cover.

Certificate A has to be completed by the Employer and e-filed prior or by October 17, 2022.

Please contact me for any questions.

Best,

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlrb.gov

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Case Name: _____

Case Number: _____

CERTIFICATIONS*

The polling area is consistently cleaned in conformity with established CDC hygienic and safety standards

_____ Yes _____ No

Within the preceding 14 days, the number of individuals have been present in the facility who:

Have tested positive for COVID-19 (or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested) within the prior 14 days	
Are awaiting results of a COVID-19 test	
Are exhibiting symptoms of COVID-19, including a fever of 100.4 or higher, cough, or shortness of breath	
Have had contact with anyone in the previous 14 days who has tested positive for COVID-19 (or who is awaiting test results for COVID-19 or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested)	

By: _____

Title: _____

Date: _____

* Must be submitted to the Regional Director no earlier than 48 hours before the election but no later than 24 hours before the election. If the certification is not timely provided, the Regional Director or designee has the discretion to cancel the election.

Case Name: _____

Case Number: _____

CERTIFICATIONS*

Within the preceding 14 days, the individual named below (please initial below):

Has not tested positive for COVID-19 (or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested) within the prior 14 days	
Is not awaiting results of a COVID-19 test	
Is not exhibiting symptoms of COVID-19, including a fever of 100.4 or higher, cough, or shortness of breath	
Has not had contact with anyone in the previous 14 days who has tested positive for COVID-19 (or who is awaiting test results for COVID-19 or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested)	

By: _____

Title: _____

Date: _____

* Must be submitted to the Board agent in order to participate in the pre-election conference or at the ballot count or serve as an observer.

.

From: Micah Berul <MBerul@CalNurses.Org>
Sent: Thursday, October 6, 2022 2:58 PM
To: Shin-Donner, Lucia; (b) (6), (b) (7)(C)
Cc: Adam C. Abrahms; Juan Larios
Subject: RE: 21-UD-302524 MemorialCare Long Beach Medical Center

Categories: R Cases/Elections

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Yes, the Union hereby waives the filing of an objection over the delayed transmission of the Voter List in the above-referenced case, contingent upon the Petitioner also waiving the filing of an objection over the delayed transmission of the Voter List in the above-referenced case. If Petitioner has not waived the filing of an objection over the delayed transmission of the Voter List in the above-referenced case by the Region's close of business (5:00 p.m.) today, October 6, 2022, the Union rescinds its waiver of the filing of an objection over the delayed transmission of the Voter List as of 5:01 p.m. today, October 6, 2022, in the above-referenced case.

Thank you,
Micah Berul
(pronouns: he/him/his)
Registered In-House Legal Counsel
California Nurses Association/NNU Legal Department
(510) 610-7791



www.NationalNursesUnited.org

[@NationalNurses](https://twitter.com/NationalNurses)

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From: Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov>
Sent: Thursday, October 6, 2022 11:29 AM
To: (b) (6), (b) (7)(C) Micah Berul <MBerul@CalNurses.Org>
Cc: Adam C. Abrahms <AAbrahms@ebglaw.com>; Juan Larios <JLarios@ebglaw.com>
Subject: 21-UD-302524 MemorialCare Long Beach Medical Center
Importance: High

(b) (6), (b) (7)(C) and Mr. Berul:

As discussed, the voter list was due on October 5, 2022 in order to be timely filed, however the Employer was not aware of the voter list's due date until late yesterday evening. The Employer is aware of the untimeliness of the voter list and working to e-file and serve the voter list to the Petitioner and Union no later than by close of business today, October 6, 2022.

By this correspondence, the Petitioner and the Union confirm that both parties agree to waive the filing of objection over the delayed transmission of the Voter List in the above-reference case.

Thank you.

Lucia Shin-Donner
Field Examiner
NLRB, Region 21
312 N Spring Street, 10th Floor
Los Angeles, CA 90012
Office: 213-634-6519
Lucia.Shin-Donner@nlrb.gov

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From: (b) (6), (b) (7)(C)
Sent: Thursday, October 6, 2022 4:54 PM
To: Shin-Donner, Lucia
Cc: Micah Berul; Adam C. Abrahms; Juan Larios; (b) (6), (b) (7)(C)
Subject: Re: 21-UD-302524 MemorialCare Long Beach Medical Center

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I waive filing an objection to not receiving the voter list.

(b) (6), (b) (7)(C)

On Oct 6, 2022, at 11:29 AM, Shin-Donner, Lucia <Lucia.Shin-Donner@nlrb.gov> wrote:

(b) (6), (b) (7)(C) and Mr. Berul:

As discussed, the voter list was due on October 5, 2022 in order to be timely filed, however the Employer was not aware of the voter list's due date until late yesterday evening. The Employer is aware of the untimeliness of the voter list and working to e-file and serve the voter list to the Petitioner and Union no later than by close of business today, October 6, 2022.

By this correspondence, the Petitioner and the Union confirm that both parties agree to waive the filing of objection over the delayed transmission of the Voter List in the above-reference case.

Thank you.

Lucia Shin-Donner
Field Examiner

NLRB, Region 21

312 N Spring Street, 10th Floor

Los Angeles, CA 90012

Office: 213-634-6519

Lucia.Shin-Donner@nlrb.gov

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

1. At the time of service I was at least 18 years of age and **not a party to this legal action.**
2. My business address is 1925 Century Park East, Suite 500, Los Angeles, CA 90067-2506.
3. I served a copy of the following document:

➤ **Voter List (21-UD-302524)**

4. I served the documents listed above in item 3 on the following persons and addresses:

(b) (6), (b) (7)(C)

Petitioner

Email: (b) (6), (b) (7)(C)

Micah Berul

Attorney for CNA/NNU

Email: mberul@calnurses.org

Lucia Shin-Donner, Board Agent

*Board Agent for National Labor
Relations Board, Region 21*

Email: lucia.shin-donner@nlrb.gov

5. a. ☐ **By personal service.**
- b. ☐ **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 4 and:

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.
- c. ☐ **By overnight delivery.**
- d. ☐ **By fax transmission.**
- e. ☒ **By e-mail or electronic transmission.** Pursuant to the NLRB Rules and Regulations, I caused the documents to be sent on the date shown below to the e-mail addresses of the persons listed in item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

6. I served the documents by the means described in item 5 on *(date): October 6, 2022.*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/6/22

DATE

Daysy Palma

(TYPE OR PRINT NAME)

Daysy Palma

(SIGNATURE OF DECLARANT)

.

From: Juan Larios <JLarios@ebglaw.com>
Sent: Friday, October 14, 2022 5:54 PM
To: Shin-Donner, Lucia
Cc: Adam C. Abrahms
Subject: Employer's Designation of Observer Forms
Attachments: 21-UD-302524 - Employer Designation of Observer Forms.PDF

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Hello Lucia,

Please see the Employer's designation of observer forms for each observer that will be attending the voting sessions next week.

Best,
Juan

EPSTEIN
BECKER
GREEN

Juan Larios | [Bio](#)
t 310.557.9578 | f 310.553.2165
JLarios@ebglaw.com

1925 Century Park East
Suite 500 | Los Angeles, CA 90067-2506
t 310.556.8861 | www.ebglaw.com

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.

From: (b) (6), (b) (7)(C)
Sent: Tuesday, October 11, 2022 11:29 AM
To: Shin-Donner, Lucia
Cc: (b) (6), (b) (7)(C)
Subject: Designation of Observers UD
Attachments: 2022-10-11 08-27.pdf

Categories: R Cases/Elections

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Hello Lucia,

Let me know if these are ok.

Thank you,

(b) (6), (b) (7)(C)

--

Sent with Genius Scan for iOS.

<https://dl.tglapp.com/genius-scan>

(b) (6), (b) (7)(C)

DESIGNATION OF OBSERVER(S)

Re: Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach
Case 21-UD-302524

PETITIONER (b) (6), (b) (7)(C) hereby designates the individual listed below to act as its
observer during the election in the above case.

Observer's Name	Observer's Job Title
1. (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

I certify that each of the above-named individuals is an employee of the Employer and is not a
supervisor within the meaning of Section 2(11) of the Act.

Allison Eve Miller

(Name of Party)

By:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Representative Title)

10/11/22

(Date)

Note: Board law prohibits any statutory supervisor from serving as an election observer. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

DESIGNATION OF OBSERVER(S)

Re: Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach
Case 21-UD-302524

PETITIONER (b) (6), (b) (7)(C) hereby designates the individual listed below to act as its observer during the election in the above case.

Observer's Name	Observer's Job Title
1. (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

I certify that each of the above-named individuals is an employee of the Employer and is not a supervisor within the meaning of Section 2(11) of the Act.

Allison Eve Miller

(Name of Party)

By:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Representative Name: Print or Type)

(b) (6), (b) (7)(C)

(Representative Title)

10/11/22

(Date)

Note: Board law prohibits any statutory supervisor from serving as an election observer. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

DESIGNATION OF OBSERVER(S)

Re: Long Beach Memorial Medical Center, Inc.
d/b/a MemorialCare Long Beach Medical
Center and MemorialCare Miller Children's
& Women's Hospital Long Beach
Case 21-UD-302524

PETITIONER (b) (6), (b) (7)(C) hereby designates the individual listed below to act as its observer during the election in the above case.

Observer's Name	Observer's Job Title
1. (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

I certify that each of the above-named individuals is an employee of the Employer and is not a supervisor within the meaning of Section 2(11) of the Act.

(b) (6), (b) (7)(C)

(Name of Party)

By:

(b) (6), (b) (7)(C)

(Signature)

(b) (6), (b) (7)(C)

(Printed Name and Title of Representative)

(b) (6), (b) (7)(C)

(Representative Title)

10/11/22

(Date)

Note: Board law prohibits any statutory supervisor from serving as an election observer. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

Case Name: Los Beach Memorial Center, Inc. d/b/a MemorialCare
Case Number: Long Beach medical and millers children's woman Hospital
Long Beach 21-UD-302524

CERTIFICATIONS*

The polling area is consistently cleaned in conformity with established CDC hygienic and safety standards

☒

Yes

☐ No

Within the preceding 14 days, the number of individuals have been present in the facility who:

Have tested positive for COVID-19 (or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested) within the prior 14 days	21
Are awaiting results of a COVID-19 test	8
Are exhibiting symptoms of COVID-19, including a fever of 100.4 or higher, cough, or shortness of breath	21
Have had contact with anyone in the previous 14 days who has tested positive for COVID-19 (or who is awaiting test results for COVID-19 or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested)	6

(b) (6), (b) (7)(C)

By:

(b) (6), (b) (7)(C)

Title:

Date:

10/19/2022

* Must be submitted to the Regional Director no earlier than 48 hours before the election but no later than 24 hours before the election. If the certification is not timely provided, the Regional Director or designee has the discretion to cancel the election.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



PURPOSE OF ELECTION: This election is to determine whether employees desire to continue in effect the union-security agreement included within the provisions of the present collective bargaining contract. Under such an agreement, the employer and the union may require that employees make certain lawful payments to the union in order to retain their jobs. Only one valid representation election may be held in a 12-month period.

NOTE: A majority of employees eligible to vote will determine the result of this election rather than a majority of those voting, which is the rule in elections involving choice of a bargaining representative.

SECRET BALLOT: The election will be by secret ballot under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the polling place. Violations of these rules should be reported immediately to an NLRB agent. Your attention is called to Section 12 of the National Labor Relations Act which provides: ANY PERSON WHO SHALL WILLFULLY RESIST, PREVENT, IMPEDE, OR INTERFERE WITH ANY MEMBER OF THE BOARD OR ANY OF ITS AGENTS OR AGENCIES IN THE PERFORMANCE OF DUTIES PURSUANT TO THIS ACT SHALL BE PUNISHED BY A FINE OF NOT MORE THAN \$5,000 OR BY IMPRISONMENT FOR NOT MORE THAN ONE YEAR, OR BOTH.

ELIGIBILITY RULES: Employees eligible to vote include employees described in the VOTING UNIT on the next page who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off, and also include employees in the military service of the United States who appear in person at the polls. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election are *not* eligible to vote.

SPECIAL ASSISTANCE: Any employee or other participant in this election who has a handicap or needs special assistance such as a sign language interpreter to participate in this election should notify an NLRB Office as soon as possible and request the necessary assistance.

PROCESS OF VOTING: Upon arrival at the voting place, voters should proceed to the Board agent and identify themselves by stating their name. The Board agent will hand a ballot to each eligible voter. Voters will enter the voting booth and mark their ballot in secret. **DO NOT SIGN YOUR BALLOT.** Fold the ballot before leaving the voting booth, then personally deposit it in a ballot box under the supervision of the Board agent and leave the polling area.

CHALLENGE OF VOTERS: If your eligibility to vote is challenged, you will be allowed to vote a challenged ballot. Although you may believe you are eligible to vote, the polling area is not the place to resolve the issue. Give the Board agent your name and any other information you are asked to provide. After you receive a ballot, go to the voting booth, mark your ballot and fold it so as to keep the mark secret. **DO NOT SIGN YOUR BALLOT.** Return to the Board agent who will ask you to place your ballot in a challenge envelope, seal the envelope, place it in the ballot box, and leave the polling area. Your eligibility will be resolved later.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the voting place and at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

Those eligible to vote are: All full-time and regular part-time, and Non-Benefit Per Diem registered nurses employed in the classifications RN II, RN III, RN IV, RN V, Case Managers, RNFA, Nurse Practitioners (NP) 1, NP 2, NP-S, NP 2d, NP 2-S, RN Educators, RN Educator-S's, Clinical RN Instructors, Clinical RN Instructors 2d, Clinical RN Instructor-S's, Clinical Nurse Specialists (CNS), CNS-S's; hereinafter referred to as "RNs", and employed by the Employer at its facilities located at 2801 Atlantic Avenue, including outpatient facilities, operating under the license of the Employer located at 2801 Atlantic Avenue, Long Beach, California, during the payroll period ending September 17, 2022.

ALSO ELIGIBLE TO VOTE: All Per Diem RNs, defined as those who, whether scheduled or not, (1) work on an as-needed or irregular basis, or (2) are called for work when other employees are unavailable, or (3) accept work assignments subject to their own availability. Per Diem RNs' work availability must include availability for scheduled shifts equaling at least forty-eight (48) hours per four (4) week schedule, including two (2) weekend shifts per schedule (or less per unit needs), as well as a minimum of at least one (1) major and one (1) minor holiday per year based on unit need.

EMPLOYEES NOT ELIGIBLE TO VOTE:

Those not eligible to vote are: All other employees including, but not limited to, office clerical employees, Case Manager 1, Customer Relations Coordinators, Quality Coordinator, Infection Control Professionals, Residency Coordinators, Residency Coordinator-Pediatrics, Registered RNs employed at Transitional Rehabilitation Services, managerial employees, confidential employees including, but not limited, to Administrative RN Specialists, Nursing Data Analysts, and all other professional employees, guards and supervisors as defined in the National Labor Relations Act including, but not limited to, Senior Vice President, Vice President, Clinical Director, Administrative Director, Clinical Operations Manager, Clinical Operations Supervisor, Assistant Unit Manager, Executive Director, House Supervisor, Program Director, Program Manager, Shift Manager and Supervisor, physicians, technical employees, skilled maintenance employees, business office clerical employees, and other non-professional employees.

DATES, TIMES AND PLACE OF ELECTION

Monday, October 17, 2022, Thursday, October 20, 2022, and Friday, October 21, 2022	6:00 a.m. to 9:00 a.m.; 12:00 p.m. to 3:00 p.m. and 6:00 p.m. to 9:00 p.m.	In the Houssels Forum at the Employer's facility located at 2801 Atlantic Avenue, Long Beach, CA 90805
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EMPLOYEES ARE FREE TO VOTE AT ANY TIME THE POLLS ARE OPEN.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



UNITED STATES OF AMERICA
National Labor Relations Board

21-UD-302524

OFFICIAL SECRET BALLOT

For certain employees of

**LONG BEACH MEMORIAL MEDICAL CENTER, INC. D/B/A MEMORIALCARE LONG
BEACH MEDICAL CENTER AND MEMORIALCARE MILLER CHILDREN'S &
WOMEN'S HOSPITAL LONG BEACH**

Do you wish to withdraw the authority of to require **CALIFORNIA NURSES
ASSOCIATION (CNA)** under its agreement with the employer, that employees make
certain lawful payments to the union in order to retain their jobs?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

☐

NO

☐

**DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS
THAT WOULD REVEAL YOUR IDENTITY. MARK AN "X" IN THE SQUARE OF YOUR
CHOICE ONLY. If you make markings inside, or anywhere around, more than one square,
return your ballot to the Board Agent and ask for a new ballot. If you
submit a ballot with markings inside, or anywhere around, more than one square,
your ballot will not be counted.**

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on
any sample ballot have not been put there by the National Labor Relations Board.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or the mail ballots are dispatched in a mail ballot election
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (213)894-5254 or visit the NLRB website www.nlrb.gov for assistance.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

TALLY OF BALLOTS - UD ELECTION

LONG BEACH MEMORIAL MEDICAL CENTER, INC. D/B/A
MEMORIALCARE LONG BEACH MEDICAL CENTER AND
MEMORIALCARE MILLER CHILDREN'S & WOMEN'S
HOSPITAL LONG BEACH

Employer

and

AN INDIVIDUAL

Petitioner

and

CALIFORNIA NURSES ASSOCIATION (CNA

Union

CASE
21-UD-302524

DATE FILED
8-31-2022

DATE ISSUED
10/21/22

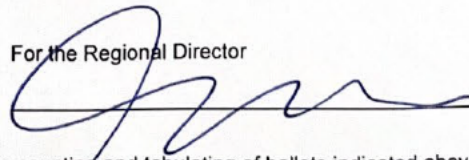
TYPE OF ELECTION: (Check)

- ☒ STIPULATION
☐ BOARD DIRECTION
☐ CONSENT AGREEMENT
☐ RD DIRECTION

The undersigned agent of the Regional Director certifies that the results of the tabulation of ballots in the election held in the above case, and concluded on the date indicated above, were as follows:

1. Approximate number of eligible voters 1959
2. Void ballots 1
3. Votes cast in favor of withdrawing the authority of the bargaining representative to require, under its agreement with the Employer, that employees make certain lawful payments to the Union in order to retain their jobs 431
4. Votes cast against the above proposition 681
5. Valid votes counted (sum of 3 and 4) 1,112
6. Challenged ballots 0
7. Challenges are (not) sufficient in number to affect the results of the election.
8. The required majority of the eligible voters have (not) cast valid ballots in favor of the proposition.

For the Regional Director



The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For EMPLOYER

(b) (6), (b) (7)(C)

For

(b) (6), (b) (7)(C)

For

(b) (6), (b) (7)(C)

For

.

From: Saenz, Judith
Sent: Friday, November 4, 2022 12:53 PM
To: [REDACTED]@memorialcare.org; aabrahms@ebglaw.com; (b) (6), (b) (7)(C)
mberul@calnurses.org
Subject: Case 21-UD-302524 Long Beach Memorial Medical Center, Inc. d/b/a MemorialCare Long Beach
Medical Center and MemorialCare Miller Children's & Women's Hospital Long Beach
Attachments: CRS.21-UD-302524.Certification of Results for UD Cases.pdf

Dear Gentlepersons,

Attached please find the Approved Certification of Results of Election in the above subject case.

Regards,

Judy Saenz
National Labor Relations Board, Region 21
312 North Spring Street, 10th Floor
Los Angeles, CA 90012
Office: (213) 894-6517 Fax: (213) 894-2778
Email: judith.saenz@nrlrb.gov

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 21**

**LONG BEACH MEMORIAL MEDICAL CENTER,
INC. D/B/A MEMORIALCARE LONG BEACH
MEDICAL CENTER AND MEMORIALCARE
MILLER CHILDREN'S & WOMEN'S HOSPITAL
LONG BEACH**

Employer

and

Case 21-UD-302524

AN INDIVIDUAL

Petitioner

and

CALIFORNIA NURSES ASSOCIATION (CNA)

Union

TYPE OF ELECTION: STIPULATED

CERTIFICATION OF RESULTS OF ELECTION

Following the filing of a petition, pursuant to Section 9(e) of the National Labor Relations Act, as amended, an election was conducted herein under the supervision of the Regional Director of the National Labor Relations Board. No objections were filed to the conduct of the election, or to the Tally of Ballots.

Pursuant to the authority vested in the undersigned by the National Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of employees eligible to vote have not voted to withdraw the authority of

California Nurses Association (CNA)

to require, under its agreement with the Employer, that employees make certain lawful payments to the Union in order to retain their jobs, in conformity with Section 8(a)(3) of the Act, as amended:

Included: All full-time and regular part-time, and Non-Benefit Per Diem registered nurses employed in the classifications RN II, RN III, RN IV, RN V, Case Managers, RNFA, Nurse Practitioners (NP) 1, NP 2, NP-S, NP 2d, NP 2-S, RN Educators, RN Educator-S's, Clinical RN Instructors, Clinical RN Instructors 2d, Clinical RN Instructor-S's, Clinical Nurse Specialists (CNS), CNS-S's; hereinafter referred to as "RNs", and employed by the Employer at its facilities located at 2801 Atlantic Avenue, including outpatient facilities, operating under the license of the Employer located at 2801 Atlantic Avenue, Long Beach, California.

Long Beach Memorial Medical Center, Inc.
21-UD-302524

Excluded: All other employees including, but not limited to, office clerical employees, Case Manager 1, Customer Relations Coordinators, Quality Coordinator, Infection Control Professionals, Residency Coordinators, Residency Coordinator-Pediatrics, Registered RNs employed at Transitional Rehabilitation Services, managerial employees, confidential employees including, but not limited, to Administrative RN Specialists, Nursing Data Analysts, and all other professional employees, guards and supervisors as defined in the National Labor Relations Act including, but not limited to, Senior Vice President, Vice President, Clinical Director, Administrative Director, Clinical Operations Manager, Clinical Operations Supervisor, Assistant Unit Manager, Executive Director, House Supervisor, Program Director, Program Manager, Shift Manager and Supervisor, physicians, technical employees, skilled maintenance employees, business office clerical employees, and other non-professional employees.



November 4, 2022

A handwritten signature in blue ink, appearing to read "Nathan M. Seidman", is written over a horizontal line.

NATHAN M. SEIDMAN
Acting Regional Director, Region 21
National Labor Relations Board